

| | | | | | | | |
|--|-------------------------|--|---|--|--|-------------------------------------|-----------|
| AWARD/CONTRACT | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING DO-A7 | PAGE OF PAGES 1 242 | | |
| 2. CONTRACT (Proc. Inst. Ident.) NO. N65236-15-D-8014 | | 3. EFFECTIVE DATE 14 Oct 2014 | | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO. | | | |
| 5. ISSUED BY US NAVY SPAWARSSYSCEN ATLANTIC CHARLESTON PO BOX 190022 2.0 CONTRACTS 843-218-4306 CHRISTOPHER.M. BROWN5@NAVY.MIL NORTH CHARLESTON SC 29419-9022 | | CODE N65236 | 6. ADMINISTERED BY (If other than Item 5) DCMA MANASSAS 14501 GEORGE CARTER WAY CHANTILLY VA 20151 | | | | |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) LYNXNET, LLC GOVERNMENT REPRESENTATIVE 6950 HARBOUR VIEW BLVD STE C SUFFOLK VA 23435-3283 | | | 8. DELIVERY [] FOB ORIGIN [X] OTHER (See below) | | | | |
| | | | 9. DISCOUNT FOR PROMPT PAYMENT | | | | |
| | | | 10. SUBMIT INVOICES 0 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: | | ITEM Section G | | |
| CODE 4QPC9 | | FACILITY CODE | | | | | |
| 11. SHIP TO/MARK FOR See Schedule | | CODE | 12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPS PO BOX 182317 COLUMBUS OH 43218-2264 | | | | |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)() | | 14. ACCOUNTING AND APPROPRIATION DATA | | | | | |
| 15A. ITEM NO. | 15B. SUPPLIES/ SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT | | |
| SEE SCHEDULE | | | | | | | |
| 15G. TOTAL AMOUNT OF CONTRACT | | | | | \$0.00 | | |
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| CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE | | | | | | | |
| 17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | | | 18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N65236-12-R-0026-0001 REF: Lynxnet Proposal dtd 7Aug13 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | | | |
| 19A. NAME AND TITLE OF SIGNER (Type or print) | | | | 20A. NAME OF CONTRACTING OFFICER ERICA B. SMOAK / CONTRACT SPECIALIST TEL: 843-218-4797 EMAIL: erica.smoak@navy.mil | | | |
| 19B. NAME OF CONTRACTOR | | 19C. DATE SIGNED | | 20B. UNITED STATES OF AMERICA (b)(6) | | 20C. DATE SIGNED 14-Oct-2014 | |
| BY _____ (Signature of person authorized to sign) | | | | BY _____ (Signature of Contracting Officer) | | | |

Section A - Solicitation/Contract Form

CONTRACT MAX

The cumulative total for all task orders issued pursuant to all multiple award contracts issued under solicitation N65236-12-R-0026 will not exceed \$99,940,000.

Please note: Due to system limitations, the page numbers denoted on Page 1 are inaccurate.

The Period of Performance is 14 October 2014 through 13 October 2015.

The minimum guarantee is \$1,136.36. No funding above the minimum guarantee is assured. Upon receipt of a task order with effort equal to or in excess of the guaranteed minimum, the guaranteed minimum shall be considered satisfied.

Representations/Certifications. Section K is incorporated into the contract by reference.

Waivers. The withholding requirement of FAR clause 52.216-8 Fixed Fee and clause 5252.216-9205 Fee Determination and Payment (Indefinite Delivery Type Contract) of the contract is hereby waived.

Section B - Supplies or Services and Prices

| ITEM NO | SUPPLIES/SERVICES | | | |
|------------|--|-------------------------|------------|--------------|
| 0001 | | | | |
| | CPFF | | | |
| | Information Dominance Support Services - CPFF | | | |
| | Services and solutions in support of mission capabilities within SSC Atlantic mission areas in accordance with the Performance Work Statement (PWS). | | | |
| | | ESTIMATED COST | UNDEFINED | |
| | | | | |
| | | FIXED FEE | UNDEFINED | |
| | | | | |
| | | TOTAL ESTIMATED COST | | |
| | | PLUS FIXED FEE | \$0.00 | |
| | | | | |
| ITEM NO | SUPPLIES/SERVICES | EST QUANTITY UNIT | UNIT PRICE | TOTAL AMOUNT |

| | | | |
|------|-----------|-----------|--------|
| 0002 | UNDEFINED | UNDEFINED | \$0.00 |
|------|-----------|-----------|--------|

Information Dominance Support Services - FFP

Services and solutions in support of mission capabilities within SSC Atlantic mission areas in accordance with the Performance Work Statement (PWS).

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 0003 | | UNDEFINED | | UNDEFINED | \$0.00 |

FPI

Information Dominance Support Services - FPI

Services and solutions in support of mission capabilities within SSC Atlantic mission areas in accordance with the Performance Work Statement (PWS).

* The target profit rate for the Fixed Price Incentive CLINS is established at (b)(4). Offerors may choose to propose a lower target profit rate.FOB: Destination

| | |
|--------------------------|------------|
| TARGET COST | \$0.00 |
| TARGET PROFIT | \$0.00 |
| TOTAL TARGET PRICE | \$0.00 |
| CEILING PRICE | UNDEFINED |
| SHARE RATIO ABOVE TARGET | 5000/-4900 |
| SHARE RATIO BELOW TARGET | 5000/-4900 |

ITEM
NO

SUPPLIES/SERVICES

0004

NSP

Contract Data Requirements List (CDRLs) in accordance with the DD
Form 1423, see Exhibit A. - NSP

ITEM
NO

SUPPLIES/SERVICES

1001

OPTION

CPFF

Information Dominance Support Services - CPFF

Services and solutions in support of mission capabilities within SSC
Atlantic mission areas in accordance with the Performance Work
Statement (PWS).

ESTIMATED COST

UNDEFINED

| | |
|----------------------|-----------|
| FIXED FEE | UNDEFINED |
| TOTAL ESTIMATED COST | |
| PLUS FIXED FEE | \$0.00 |

| ITEM NO | SUPPLIES/SERVICES | EST QUANTITY | UNIT PRICE UNIT | TOTAL AMOUNT |
|------------|-------------------|-----------------|--------------------|--------------|
| 1002 | | UNDEFINED | UNDEFINED | \$0.00 |

OPTION Information Dominance Support Services - FFP

Services and solutions in support of mission capabilities within SSC
Atlantic mission areas in accordance with the Performance Work
Statement (PWS).

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 1003 | | UNDEFINED | | UNDEFINED | \$0.00 |

OPTION

FPI

Information Dominance Support Services - FPI

Services and solutions in support of mission capabilities within SSC Atlantic mission areas in accordance with the Performance Work Statement (PWS).

* The target profit rate for the Fixed Price Incentive CLINS is established at (b)(4). Offerors may choose to propose a lower target profit rate. FOB: Destination

| | |
|--------------------------|------------|
| TARGET COST | \$0.00 |
| TARGET PROFIT | \$0.00 |
| TOTAL TARGET PRICE | \$0.00 |
| CEILING PRICE | UNDEFINED |
| SHARE RATIO ABOVE TARGET | 5000/-4900 |
| SHARE RATIO BELOW TARGET | 5000/-4900 |

ITEM
NO

SUPPLIES/SERVICES

1004

NSP

OPTION Contract Data Requirements List (CDRLs) in accordance with the DD Form 1423, see Exhibit A. - NSP

| ITEM NO | SUPPLIES/SERVICES | | |
|------------|--|----------------------|-----------|
| 2001 | | | |
| OPTION | | | |
| | CPFF | | |
| | Information Dominance Support Services - CPFF | | |
| | Services and solutions in support of mission capabilities within SSC Atlantic mission areas in accordance with the Performance Work Statement (PWS). | | |
| | | ESTIMATED COST | UNDEFINED |
| | | | |
| | | FIXED FEE | UNDEFINED |
| | | | |
| | | TOTAL ESTIMATED COST | |
| | | PLUS FIXED FEE | \$0.00 |
| | | | |

| ITEM NO | SUPPLIES/SERVICES | EST QUANTITY | UNIT PRICE | TOTAL AMOUNT |
|------------|-------------------|-----------------|------------|--------------|
| | | UNIT | | |

| | | | |
|------|-----------|-----------|--------|
| 2002 | UNDEFINED | UNDEFINED | \$0.00 |
|------|-----------|-----------|--------|

OPTION Information Dominance Support Services - FFP

Services and solutions in support of mission capabilities within SSC
Atlantic mission areas in accordance with the Performance Work
Statement (PWS).

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 2003 | | UNDEFINED | | UNDEFINED | \$0.00 |

OPTION

FPI

Information Dominance Support Services - FPI

Services and solutions in support of mission capabilities within SSC Atlantic mission areas in accordance with the Performance Work Statement (PWS).

* The target profit rate for the Fixed Price Incentive CLINS is established at (b)(4). Offerors may choose to propose a lower target profit rate.FOB: Destination

| | |
|--------------------------|------------|
| TARGET COST | \$0.00 |
| TARGET PROFIT | \$0.00 |
| TOTAL TARGET PRICE | \$0.00 |
| CEILING PRICE | UNDEFINED |
| SHARE RATIO ABOVE TARGET | 5000/-4900 |
| SHARE RATIO BELOW TARGET | 5000/-4900 |

ITEM
NO

SUPPLIES/SERVICES

2004

NSP

OPTION Contract Data Requirements List (CDRLs) in accordance with the DD Form 1423, see Exhibit A. - NSP

ITEM
NO

SUPPLIES/SERVICES

3001

OPTION

CPFF

Information Dominance Support Services - CPFF

Services and solutions in support of mission capabilities within SSC
Atlantic mission areas in accordance with the Performance Work
Statement (PWS).

ESTIMATED COST

UNDEFINED

FIXED FEE

UNDEFINED

TOTAL ESTIMATED COST

PLUS FIXED FEE

\$0.00

ITEM
NO

SUPPLIES/SERVICES

EST
QUANTITY

UNIT

UNIT PRICE

TOTAL AMOUNT

| | | | |
|------|-----------|-----------|--------|
| 3002 | UNDEFINED | UNDEFINED | \$0.00 |
|------|-----------|-----------|--------|

OPTION Information Dominance Support Services - FFP

Services and solutions in support of mission capabilities within SSC Atlantic mission areas in accordance with the Performance Work Statement (PWS).

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 3003 | | UNDEFINED | | UNDEFINED | \$0.00 |

OPTION

FPI

Information Dominance Support Services - FPI

Services and solutions in support of mission capabilities within SSC Atlantic mission areas in accordance with the Performance Work Statement (PWS).

* The target profit rate for the Fixed Price Incentive CLINS is established at (b)(4)
Offerors may choose to propose a lower target profit rate.FOB: Destination

| | |
|--------------------------|------------|
| TARGET COST | \$0.00 |
| TARGET PROFIT | \$0.00 |
| TOTAL TARGET PRICE | \$0.00 |
| CEILING PRICE | UNDEFINED |
| SHARE RATIO ABOVE TARGET | 5000/-4900 |
| SHARE RATIO BELOW TARGET | 5000/-4900 |

ITEM
NO

SUPPLIES/SERVICES

3004

NSP

OPTION Contract Data Requirements List (CDRLs) in accordance with the DD Form 1423, see Exhibit A. - NSP

| ITEM NO | SUPPLIES/SERVICES | | |
|------------|--|----------------------|-----------|
| 4001 | | | |
| OPTION | | | |
| | CPFF | | |
| | Information Dominance Support Services - CPFF | | |
| | Services and solutions in support of mission capabilities within SSC Atlantic mission areas in accordance with the Performance Work Statement (PWS). | | |
| | | ESTIMATED COST | UNDEFINED |
| | | | |
| | | FIXED FEE | UNDEFINED |
| | | | |
| | | TOTAL ESTIMATED COST | |
| | | PLUS FIXED FEE | \$0.00 |
| | | | |

| ITEM NO | SUPPLIES/SERVICES | EST QUANTITY | UNIT PRICE | TOTAL AMOUNT |
|------------|-------------------|-----------------|------------|--------------|
| | | UNIT | | |

| | | | |
|------|-----------|-----------|--------|
| 4002 | UNDEFINED | UNDEFINED | \$0.00 |
|------|-----------|-----------|--------|

OPTION Information Dominance Support Services - FFP

Services and solutions in support of mission capabilities within SSC
Atlantic mission areas in accordance with the Performance Work
Statement (PWS).

| ITEM NO | SUPPLIES/SERVICES | MAX QUANTITY | UNIT | UNIT PRICE | MAX AMOUNT |
|---------|-------------------|-----------------|------|------------|------------|
| 4003 | | UNDEFINED | | UNDEFINED | \$0.00 |

OPTION

FPI

Information Dominance Support Services - FPI

Services and solutions in support of mission capabilities within SSC Atlantic mission areas in accordance with the Performance Work Statement (PWS).

* The target profit rate for the Fixed Price Incentive CLINS is established at (b)(4)
Offerors may choose to propose a lower target profit rate.FOB: Destination

| | |
|--------------------------|------------|
| TARGET COST | \$0.00 |
| TARGET PROFIT | \$0.00 |
| TOTAL TARGET PRICE | \$0.00 |
| CEILING PRICE | UNDEFINED |
| SHARE RATIO ABOVE TARGET | 5000/-4900 |
| SHARE RATIO BELOW TARGET | 5000/-4900 |

ITEM
NO

SUPPLIES/SERVICES

4004

NSP

OPTION Contract Data Requirements List (CDRLs) in accordance with the DD Form 1423, see Exhibit A. - NSP

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9205 FEE DETERMINATION AND PAYMENT (INDEFINITE DELIVERY TYPE CONTRACTS) (APR 2000) (VARIATION)

(a) Types of Delivery or Task Orders.

Both level-of-effort and completion type orders may be issued under this contract. The Request for Quotation issued for each delivery or task order will set forth the type of order deemed appropriate by the Government. If the Contractor disagrees with the Government's assessment, the Ordering Officer and the contractor shall attempt to resolve the matter through the negotiation process. Failing this, the matter will be referred to the Contracting Officer. If necessary, a final decision shall be made in accordance with the FAR 52.233-1 "Disputes" clause. The Contracting Officer's determination will govern the type of order, pending an appeal pursuant to the "Disputes" clause. The contractor will use his best efforts to work on the order until the dispute is resolved.

(b) Fixed Fee Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. SUBCONTRACTOR FEE WILL NOT BE BILLED AS A SEPARATE DIRECT COST ON THE VOUCHER SUBMITTED BY THE CONTRACTOR TO THE GOVERNMENT, BUT WILL BE PAID TO THE SUBCONTRACTOR BY THE PRIME CONTRACTOR FROM THE FEE BILLED FROM THE FIXED FEE POOL.

Fee on interim invoices will be invoiced using the variable rates proposed in the basic contract. Rates to be utilized on interim invoices are, unless a **lower** fee is specified per each individual delivery order.

(b)(4) (Lynxnet) Fee on (Lynxnet) Labor

(b)(4) (Lynxnet) Fee on (Lynxnet) Materials/ODCs

(c) Computation of Fee.

The percentage of the fee applicable to orders will be the same as the percentage of the fee established in the contract. However the total fee paid under the contract for a year of performance will not exceed the total fixed fee amount for the current year of performance.

(d) Fee on Modifications to Term Type (Level-of-Effort) Delivery or Task Orders.

If the hours for a particular delivery or task order are insufficient to complete performance under the order, the government may elect to increase the hours by written modification. This increase in cost associated with the increase in hours will be fee bearing at the same percentage of fee established in the basic contract. If the hours prove to be in excess of that necessary to complete performance under this order, the government shall decrease the hours by written modification. The fee associated with the decrease in hours will be reduced by the percentage of fee established in the basic contract. Estimated cost will be increased/decreased as applicable.

(e) Fee on Modifications to Completion Type Delivery or Task Orders.

If the task(s) required under a particular delivery or task order cannot be completed within the negotiated estimated cost (an overrun situation), the government may elect to increase the estimated cost to complete the effort with no additional fee allocation.

If the task(s) required under the order is completed and the cost is less than that negotiated (underrun), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess costs shall be deobligated by modification to the delivery order prior to contract closeout.

(f) Modifications to the Basic Contract.

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours, such adjustments shall be made by contract modification. Any increase will be fee bearing, except cost overruns on completion type orders, at the percentage of fee established in the basic contract.

The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added to the total estimated hours under the contract.

(g) Payment of Fee.

The Government shall pay fixed fee to the contractor on each delivery order at the percentage rate of fee established in the basic contract subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery order, unless waived. In accordance with the provisions of paragraphs (d) and (e) of this clause, any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

(h) Closeout.

Delivery or task orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable delivery or task order. The contractor shall forward the final voucher directly to the cognizant DCAA for final audit. DCAA will forward the voucher and the final audit to the cognizant ACO (see block 6 of the basic contract), who will process it for final payment and submit it to the paying office.

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9218 MINIMUM AND MAXIMUM QUANTITIES (JUL 1989)

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of \$25,000* worth of orders at the contract unit price(s). The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

**This amount will be divided equally among all awardees.*

CLAUSES INCORPORATED BY FULL TEXT

5252.232-9210 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)

This task order* is incrementally funded and the amount currently available for payment hereunder is limited to \$* inclusive of fee. It is estimated that these funds will cover the cost of performance through *. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$* shall arise unless additional funds are made available and are incorporated as modifications to this contract.

**To be completed on individual task orders.*

Section C - Descriptions and Specifications

TBC**C-JTSCC SPECIAL REQUIREMENTS APPLICABLE TO IRAQ AND AFGHANISTAN:****952.222-0001 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2011)**

(a) All contractors (“contractors” refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person’s liberty to move or travel, in order to maintain the labor or services of that person.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee’s native language, that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor’s written request, Contracting Officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government’s Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

952.223-0001 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (AUG 2011)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

Contract Number**Contract Description & Location****Company Name****Reporting party:**

Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age

Nationality

Country of permanent residence

Incident:

Description

Location

Date and time

Other Pertinent Information**952.225-0001 – ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (DEC 2011)**

(a) **General.** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, Office of Security Cooperation-Iraq (OSC-I) and United States Forces - Afghanistan (USFOR-A) Commander orders, instructions, policies and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;
- (2) DODI 3020.41, *Operational Contract Support*
- (3) DODI 5210.56, *Carrying of Firearms and the Use of Force by DoD Personnel Engaged in Security, Law and Order, or Counterintelligence Activities*;
- (4) DFARS 252.225-7039, *Contractors Performing Private Security Functions*;
- (5) DFARS 252.225-7040, *Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States*;
- (6) Class Deviation 2011-O0004, *Contractor Personnel in the United States Central Command Area of Responsibility (DFARS 252.225-7995)*;

- (7) USFOR-A, FRAGO 11-128, Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A);
- (8) OSC-I OPOD 11-01, Annex C, Appendix 20;
- (9) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel, dated 18 Jan 2011;
- (10) Office of Security Cooperation-Iraq (OSC-I) Policy Memorandum #14 – Civilian Arming Program (CAP), dated 23 November 2011;

(b) **Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

- (1) Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.
- (4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.
- (5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.
- (6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.
- (7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

(c) **Communication Plan.** The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

- (1) The contractor's method of notifying the OSC-I Base Defense Operations Center (BDOC) (Iraq) and military forces (Afghanistan) requesting assistance where hostilities arise, combat action is needed, or serious incidents have been observed.
- (2) How relevant threat information will be shared between contractor security personnel and U.S. military forces.
- (3) How the contractor will coordinate transportation with appropriate OSC-I or USFOR-A authorities.

(d) **Plan for Accomplishing Employee Vetting.** The contractor will submit to the COR an acceptable plan for vetting all contractor and subcontractor local national and third country national employees. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan):

- (1) Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.

(2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, or CIA records.

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency, and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

(4) The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor's plan for accomplishing employee vetting.

(e) **Penalties for Non-Compliance.** Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(f) **Criminal and Civil Liability.** Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).(Afghanistan only)

(g) **Lapses in Training or Authorization.** Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority.

(h) **Authorized Weapon & Ammunition Types.** Unless the BDOC for Iraq or the Deputy Commander of USCENTCOM (DCDRUSCENTCOM) (or a designee) for Afghanistan expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by the RSO or DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the arming authority for use in Iraq and Afghanistan:

(1) The M9, M4, M16, or equivalent (equivalency determination by the appropriate arming authority).

(2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

(3) Standard authorized weapons are selectable fire semi-automatic weapons only. All Non-U.S. and Non-standard weapons must be submitted to the theater arming authority for review and approval. Non-standard weapons are classified as any machine gun, belt-fed or crew served weapon or any weapon utilizing ammunition greater than 7.62mm X 51mm NATO. Contractors must also provide scorecards and criteria for qualification appropriate to the Non-standard weapon's caliber.

(4) U.S. government Ball ammunition is the standard approved ammunition.

(i) **Requirements for Individual Weapons Possession.** All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

(1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (b) and subsequently authorized to carry.

(2) Carry weapons only when on duty or at a specific post (according to their authorization).

(3) Not conceal any weapons, unless specifically authorized.

(4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.

(5) IAW USCENTCOM G.O. #1, consumption of alcohol or use of any intoxicating substances which may impair judgment, medication or otherwise in Afghanistan is prohibited.

(6) Employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage or use any judgment impairing substance when armed for personal protection.

(j) **Weapons/Equipment Restrictions and Responsibilities.** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(k) **Rules for the Use of Force (RUF).** In addition to the RUF and ROE training referenced in paragraph (b), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

(1) Failing to cooperate with Coalition and Host Nation forces.

(2) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.

(3) Failing to use a graduated force approach.

(4) Failing to treat the local civilians with humanity or respect.

(5) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(l) **Retention and Review of Records.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(m) **Contractor Vehicles.** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(n) **Monthly Reporting.** The prime contractor will report monthly arming status to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer in accordance with theater policy and the timelines defined in the Performance Work Statement.

(a) All contractors and subcontractors in the Iraq or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting the Office of Security Cooperation-Iraq (OSC-I) or USFOR-A personnel or forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective OSC-I or USFOR-A Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to nearest OSC-I Base Defense Operations Center (BDOC) (listed below) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to the BDOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report should also be sent to the OSC-I JOC: DLOSC-ICHOPS@iraq.centcom.mil or SVOIP 708-243-2483.

- Umm Qasr 708-241-5490
- Besmaya 708-242-0012/0014
- Taji 708-242-6775/6205
- Union III 708-243-2377
- Tikrit 709-242-1002
- Kirkuk 708-242-2203

(c) **AFGHANISTAN:** In the event a weapon firing incident or any other serious incident, contractors shall prepare and submit an initial incident report as soon as feasible, but not later than 4 hours from the beginning of the incident, to the Contracting Officer (KO), Contracting Officer's Representative (COR), USFOR-A ACOD, and USFOR-A J3 Situational Awareness Room (SAR). Additionally, the contractor and its subcontractors at all tiers shall submit a written report to the above personnel within 96 hours of the incident. Information shall include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. Contractors and anyone re-transmitting the report shall make reasonable efforts to transmit incident reports via secured means (SIPRnet or CENTRIX) when the incident report includes operationally sensitive information.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

952.225-0003 – FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AFGHANISTAN) (FEB 2013)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 11 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2013.html> (change fiscal year as applicable).

952.225-0004 – COMPLIANCE WITH LAWS AND REGULATIONS (DEC 2011)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and US Central Command orders and directives as applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps or Chief of Mission operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault.

(1) Afghanistan – Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(2) Iraq – Contractor employees are not subject to General Order 1. Contractor employees will follow the policies or directives of the Office of Security Cooperation-Iraq (OSC-I) Installation Managers or Chief of Mission policies and directives regarding consumption of alcohol or any prohibited items for sites that they are assigned.

(c) Contractor employees may be ordered removed from the US Embassy, Chief of Mission sites, OSC-I sites, secure military installations or the theater of operations by order of the Chief of Mission (Iraq) or senior military commander of the battle space (Afghanistan) for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in Iraq or the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in Iraq or the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement in Iraq or within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify the BDOC (Iraq) or military law enforcement (Afghanistan) and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the Chief of Mission (Iraq) or the senior U.S. commander (Afghanistan).

952.225-0005 – MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.

(6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-00004.

952.225-0006 – CONTRACT DELIVERY REQUIREMENTS (AUG 2011)

REQUIRED DELIVERY DATE: _____

CONTRACTOR DELIVERY LOCATION: _____

POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:

Name: _____

Phone No.: _____ **email:** _____

FINAL DELIVERY DESTINATION: _____

POINT-OF-CONTACT AT FINAL DESTINATION: _____

Name: _____

Phone No.: _____ **email:** _____

REQUIRING ACTIVITY: _____

952.225-0009 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR)(DEC 2011)

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI $\geq 40\%$); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset (< 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or C- other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis (< 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixator placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 11 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care and stabilization, in advance of evacuation from theater, will be provided including hospitalization at Level II+ (emergency) contracted treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or evacuation from the theater if return to duty is not expected to occur within 72 hours. Medical evacuation is the responsibility of the contracting company and must be arranged in a timely manner if requested by the medical staff. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and basic medical care are authorized. Pharmaceutical services are not authorized for or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities or Embassy contracted medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2013.html> (change fiscal year as applicable).

952.225-0011 – GOVERNMENT FURNISHED CONTRACTOR SUPPORT (IRAQ) (APR 2013)

The following is a summary of the type of support the Government will provide the contractor, on an “as-available” basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> NONE | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> Billeting |
| <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> Resuscitative Care | <input type="checkbox"/> Controlled Access Card (CAC) |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Badge | <input type="checkbox"/> DFACs |

Third-Country National (TCN) Employees

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> NONE | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> Billeting |
| <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> Resuscitative Care | <input type="checkbox"/> Controlled Access Card (CAC) |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Badge | <input type="checkbox"/> DFACs |

Local National (LN) Employees

- | | | |
|--|--|---|
| <input checked="" type="checkbox"/> NONE | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> Controlled Access Card (CAC) |
| <input type="checkbox"/> Transportation | <input type="checkbox"/> Badge | |

952.225-0011 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (AFGHANISTAN) (JUL 2012)

The following is a summary of the type of support the Government will provide the contractor, on an “as-available” basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: (Contracting officer must enter the names of the operating locations of the contract that the requiring activity has properly coordinated with the respective Forward Operating Base (FOB) Mayor). When contractor employees are in transit all checked blocks are considered authorized.

U.S. Citizens

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> APO/FPO/MPO/DPO/Postal Service | <input checked="" type="checkbox"/> DFACs | <input checked="" type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input checked="" type="checkbox"/> Excess Baggage | <input checked="" type="checkbox"/> MILAIR |
| <input checked="" type="checkbox"/> Billeting | <input checked="" type="checkbox"/> Fuel Authorized | <input checked="" type="checkbox"/> MWR |
| <input checked="" type="checkbox"/> CAAF* | <input checked="" type="checkbox"/> Govt Furnished Meals | <input checked="" type="checkbox"/> Resuscitative Care |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC) | <input checked="" type="checkbox"/> Military Banking | <input checked="" type="checkbox"/> Transportation |
| <input checked="" type="checkbox"/> Badge | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input checked="" type="checkbox"/> Commissary | <input checked="" type="checkbox"/> Military Exchange | <input type="checkbox"/> None |
| <input type="checkbox"/> Dependents Authorized | <input checked="" type="checkbox"/> Embassy Housing, Meals** | |
| <input checked="" type="checkbox"/> Embassy Clinic–Afghanistan** | <input checked="" type="checkbox"/> Embassy Air** | |

Third-Country National (TCN) Employees

- | | | |
|---|---|---|
| <input type="checkbox"/> N/A | <input type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF* | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Badge | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Exchange | <input type="checkbox"/> None |
| <input type="checkbox"/> Dependents Authorized | | |

Local National (LN) Employees

- | | | |
|---|---|---|
| <input type="checkbox"/> N/A | <input type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF* | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Badge | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Exchange | <input type="checkbox"/> None |
| <input type="checkbox"/> Dependents Authorized | | |

* CAAF means Contractors Authorized to Accompany Forces.

** Applies to US Embassy Life Support in Afghanistan

SPECIAL NOTE – US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the contracting officer.

952.225-0013 – CONTRACTOR HEALTH AND SAFETY (DEC 2011)

(a) Contractors shall comply with National Electrical Code (NEC) 2008 for repairs and upgrades to existing construction and NEC 2011 standards shall apply for new construction, contract specifications, and MIL Standards/Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure.

(b) For existing employee living quarters the contractor shall provide maintenance, conduct repairs, and perform upgrades in compliance with NEC 2008 standards. For new employee living quarters, the contractor shall provide maintenance, conduct repairs, and make upgrades in compliance with NEC 2011 standards. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards.

(c) The contractor shall correct all deficiencies within a reasonable amount of time of becoming aware of the deficiency either by notice from the government or a third party, or by self discovery of the deficiency by the contractor. Further guidance can be found on:

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UFC: http://www.wbdg.org/ccb.browse_cat.php?o=29&c=4

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

952.225-0016 – CONTRACTOR DEMOBILIZATION (AFGHANISTAN) (AUG 2011)

(a) Full demobilization of contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to responsible drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Afghanistan: The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national contractors exiting via commercial means must obtain an Afghanistan exit sticker before departing the country. The exit sticker may be obtained from Ministry of Interior (MOI) office. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. It is to the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the Contracting Officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a

CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. § 2575.

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the

contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) **Accountability of Prime and Subcontractor Personnel:** Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(9) **Personnel Recovery:** Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-20. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA's.

(b) CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

952.225-0017 – CONTRACTOR DEMOBILIZATION (IRAQ) (DEC 2011)

(a) Full demobilization of contractors and subcontractor(s) in Iraq is critical to ensuring smooth transition between contractors and/or smooth transition of a site to the Government of Iraq. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) **Entry and Exit from Iraq:** All non-Iraqi companies contracted to do work in Iraq, including those contracted by the US Government, are required to apply directly to the Iraq Ministry of the Interior for exit/entry/residence documents for their personnel. The prime contractor shall follow the guidance issued by the United States (US) Embassy Baghdad and shall, to the maximum extent practicable, process the paperwork for their subcontractor(s) at all tiers. If it is not possible to process the paperwork for subcontracts, the prime contractor shall ensure that subcontractors comply with the procedures as they are written. The process and guidance for the entry/exit/residence visas are located at <http://iraq.usembassy.gov/usg-contractor.html>. The process must be followed exactly in order to prevent delays or problems in processing the request by the Iraqi Ministry of Interior. US contractor companies may contact the US Embassy Baghdad with questions regarding this process by e-mailing baghdadregmgt@state.gov or calling phone number 240-553-0581, ext 2782 or ext 2092.

(2) **Letter of Authorization (LOA):** The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s)

workforce and owned equipment, out of the Iraq CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. If approved by the Contracting Officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Manager for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Manager of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Manager to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Manager for re-inspection of the facilities upon completion of the repairs. If the Installation Manager inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment (GFE)/Materials (GFM): Federal Acquisition Regulation (FAR) clause 52.245-1 governs and applies to any issues regarding GFE/GFM or Government Furnished Property (GFP).

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of, as follows:

- (i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Pre-deployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the person's employment or at the end of the contract completion period and to release the personnel from the prime contractor's company information as loaded in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the termination of their employment or the end of the contract completion date, whichever occurs sooner.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the IJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. On a case-by-case basis, Contracting Officers may approve a contract employee's request to transfer from an existing contract (as a USG prime or working as a subcontractor on an USG contract) to another USG prime contractor a USG subcontractor. In the instance of an employee leaving their current contract to be employed under another USG contract (either as a prime or subcontractor employee), the contractor losing the employee must terminate the LOA immediately, confiscate all badging, and notify MOI of the change in visa status within 24 hours of the employees termination. The receiving contractor is fully responsible for ensuring the employee has the appropriate passport and visas, badging, DD Form 93 Record of Emergency Data, and LOA in place in order for the new employee to begin work. If the prime contractor fails to re-deploy an employee (or subcontractor employee) at any tier, or fails to confiscate badging, terminate an LOA, or visa after an employee departs to another employer, the USG shall notify the applicable U.S. Embassy to take appropriate action. If the employee has sought employment under another contract, the gaining employer will be responsible for repatriation upon termination. Failure by the prime contractor to re-deploy its' personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in negative past performance ratings and, depending on the severity of the situation, possible proceedings place the contractor on the Excluded Parties List System (EPLS) and not be allowed to propose on future USG contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-0018. The contractor may use the Base Defense Operations Center (BDOC) or the installation force protection officer as a resource to track or research employees last known location and/or to view LOA's.

(b) The Servicing Agency and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of USG expenses, and/or any other legal remedy available to a Contracting Officer. The USG reserves the right to **withhold payment** from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

952.225-0019 COMMODITY SHIPPING INSTRUCTIONS (AFGHANISTAN) (AUG 2011)

(a) **USFOR-A FRAGO 10-200.** United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A

(b) **Information regarding the Defense Transportation System (DTS).** For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo Routing and Movement: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf

(c) **Responsibilities of the vendor carrier representative, shipping expeditor, and/or customs broker:**

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expeditor, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expeditor should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expeditor is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) **Required Customs Documents:** Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).

c. Shipping Invoices.

d. Packing Lists. Required only if the shipping invoice does not list the cargo.

e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.

f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.

g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

3. Exports: The following documentation is required for all export shipments:

a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.

b. Invoices.

c. Packing Lists. Required only if the shipping invoice does not list the cargo.

d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to "The Instruction for Customs Clearance Request (Import/Export) Operations." In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>.

(e) **Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3** at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

952.225-0020 – CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN) (AUG 2011)

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individual's Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0016 entitled "Contractor Demobilization (Afghanistan)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

952.225-0021 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN IRAQ (DEC 2011)

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on Office of Security Cooperation-Iraq (OSC-I) installations have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the Contractor's medical provider as soon as possible. TB reporting is required within 24 hours to the Contracting Officer Representative and the OSC-I Installation Manager. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Contractor's medical provider. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the IJOA. A copy of the TB screening documentation shall be provided to the responsible OSC-I Installation Manager prior to issuance of site access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

952.225-0022 - VISIBILITY OF INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (AFGHANISTAN) (APR 2012)

(a) Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime and subcontractor's at all tiers cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

(b) This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

- (1) Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).
- (2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.
- (3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

(c) This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

952.232-0002 – NOTIFICATION OF PAYMENT IN LOCAL CURRENCY (AFGHANISTAN) (DEC 2011)

(a) Pursuant to the authority of USCENCOM FRAGO's 09-1567 and 10-143 this contract will be awarded in Afghani (local currency) if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Afghan) banking institution. Contracts/purchase orders shall not be awarded to host nation vendors (Afghan) who do not bank locally. If awarded to other than a host nation vendor, the contract will be awarded in U.S. Dollars. The currency exchange rate will be determined at the official exchange rate posted by the local DoD Finance office on the date of the payment in accordance with the Department of Defense Financial Management Regulation.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

- (1) EFT using Limited Depository Account (LDA)
- (2) Check from the local finance office LDA
- (3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

952.232-0004 – PAYMENT IN LOCAL CURRENCY (AFGHANISTAN) (DEC 2011)

(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143 this contract is awarded in Afghani (local currency), if awarded to a host nation vendor. The contractor will receive payment in local currency via Electronic Funds Transfer to a local (Afghan) banking institution.

(b) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority.

- (1) EFT using Limited Depository Account (LDA)
- (2) Check from the local finance office LDA
- (3) Local currency cash payments (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when the vendor provides proof via a letter from the host nation banking institution that it is not EFT capable and validated by the local finance office that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

PWS

SPECIFICATIONS/STATEMENT OF WORK/PERFORMANCE WORK STATEMENT

Work under this contract shall be performed in accordance with the following description/ specifications/ statement of work (SOW) which herein shall be referred to as Performance Work Statement (PWS):

1.0 PURPOSE

1.1 BACKGROUND

SSC Atlantic meets our nation's demands for uninterrupted vigilance, fail-safe cyber security, adaptive response and engineering excellence by delivering secure, integrated and innovative solutions to many naval, joint and national agencies. SSC Atlantic has requirements for Command, Control, Communications, Computers, Combat Systems, Intelligence, Surveillance, Reconnaissance (C5ISR) electronics and communications services and solutions in support of mission capabilities within its Portfolio mission areas.

1.2 SCOPE

The scope of this contract covers the entire spectrum of non-inherently governmental services and solutions (equipment and services) associated with the full system lifecycle support including research, development, test, evaluation, production and fielding of sustainable, secure, survivable, and interoperable Command, Control, Communications, Computers, Combat Systems, Intelligence, Surveillance, Reconnaissance (C5ISR), Information Operations, Enterprise Information Services (EIS) and Space capabilities. Additional support requires Program Management, Financial Management, and DoD Acquisition Life Cycle expertise and experience.

NOTE: As specified at task order level, work may be performed at locations worldwide including Iraq and Afghanistan.

2.0 APPLICABLE DOCUMENTS

All work shall be accomplished using the best commercial practices and current acceptable industry standards. The applicable references and standards invoked will vary within individual tasks and will be specifically called-out in each task order. In accordance with Defense Acquisition Policy changes, maximum utilization of non-governmental standards will be made wherever practical. Where backward compatibility with existing systems is required, selected interoperability standards will be invoked. For purposes of bidding, the following documents are not exclusive; however, all contractors shall be able to meet those cited when applicable to the task order.

2.1 REQUIRED DOCUMENTS

The following documents are mandatory for use. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal. Additional applicable documents may be included in specific task orders.

| | Document Number | Title |
|----|--------------------|---|
| a. | DoD 5200.2-R | DoD Regulation – Personnel Security Program |
| b. | DoD 5220.22-M | DoD Manual – National Industry Security Program Operating Manual (NISPOM) |
| c. | DoDI 8420.01 | DoD Instruction – Commercial Wireless Local-Area Network (WLAN) Devices, Systems, and Technologies |
| d. | DoDD 8500.1 | DoD Directive – Information Assurance |
| e. | DoDI 8500.2 | DoD Instruction – Information Assurance (IA) Implementation |
| f. | DoDI 8510.01 | DoD Instruction – Information Assurance Certification and Accreditation Process |
| g. | DoDD 8570.01 | DoD Directive – Information Assurance Training, Certification, and Workforce Management |
| h. | DoD 8570.01-M | Information Assurance Workforce Improvement Program |
| i. | SECNAVINST 5239.3B | DoN Information Assurance Policy |
| j. | SECNAVINST 5510.30 | DoN Regulation – Personnel Security Program |
| k. | SPAWARINST 5721.1B | SPAWAR Section 508 Implementation Policy |
| l. | NIST SP 800-Series | National Institute of Standards and Technology Special Publications 800 Series – Computer Security Policies, Procedures, and Guidelines |
| m. | SECNAVINST 4440.34 | Secretary of the Navy Instruction – Implementation of Item Unique Identification within the DoN, dtd 22 Dec 09 |

| | | |
|----|--------------------|---|
| n. | DoD 5205.02-M | DoD Manual – Operations Security (OPSEC) Program Manual dtd 3 Nov 08 |
| o. | DoDD 5205.02E | DoD Directive – Operations Security (OPSEC) Program dtd 20 Jun 12 |
| p. | SPAWARINST 3432.1 | SPAWAR Instruction – Operations Security (OPSEC) Policy dtd 2 Feb 05 |
| q. | SPAWARINST 4440.12 | Management of Operating Materials and Supplies (OM&S), Government Furnished Property (GFP), Contractor Acquired Property (CAP), Property, Plant and Equipment (PP&E), and Inventory |
| r. | NAVSUP P-723 | Navy Inventory Integrity Procedures, April 2012 |

2.2 GUIDANCE DOCUMENTS

The following documents are to be used as guidance. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal. Additional applicable documents may be included in specific task orders.

| | Document Number | Title |
|----|-----------------------------------|--|
| a. | MIL-M-85337A | Manuals, Technical; Quality Assurance Program: Requirements for |
| b. | MIL-DTL-24784 | Manuals, Technical: General Acquisition And Development Requirements |
| c. | MIL-HDBK-61A | Configuration Management |
| d. | MIL-HDBK-881A | Work Breakdown Structure |
| e. | ANSI/EIA-748A | American National Standards Institute/Electronic Industries Alliance Standard – Earned Value Management (EVM) System |
| f. | ISO/IEC -9000 | International Organization for Standardization, Quality Management Principles |
| g. | ISO/IEC 15288 | Systems Engineering – System Life Cycle Processes |
| h. | OSHA Standards | Occupational Safety and Health Act (OSHA) Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore) |
| i. | HPSD-12 | Homeland Security Presidential Directive – Policy for a Common Identification Standard for Federal Employees and Contractors, August 27, 2004 |
| j. | NSA IA Technical Framework (IATF) | National Security Agency Information Assurance Framework |
| k. | DoDI 6205.4 | Department of Defense Instruction, Immunization of Other Than U.S. Forces (OTUSF) for Biological Warfare Defense |
| l. | DoD DTM-08-003 | DoD Directive-Type Memorandum 08-003 – Next Generation Common Access Card (CAC) Implementation Guidance, December 1, 2008 |
| m. | FIPS PUB 201-1 | Federal Information Processing Standards Publication 201-1 – Personal Identity Verification (PIV) of Federal Employees and Contractors, March 2006 |
| n. | Form I-9, OMB No. 115-0136 | US Department of Justice, Immigration and Naturalization Services, Form I-9, OMB No. 115-0136 – Employment Eligibility Verification |
| o. | DON Guidance | DON Information Management/Information Technology (DON IM/IT) Investment Review Process Guidance |
| p. | NAVSEA TS 9090-310 | NAVSEA Technical Specification – Alterations to Ship Accomplished by Alteration Installation Teams |
| q. | SPAWARSYSCENLANTINST 12910.1A | Deployment of Personnel and Contractor Employees to Specific Mission Destinations, of 28 Dec 09 |

| | Document Number | Title |
|----|------------------------|--|
| r. | [N/A] | SPAWAR Shore Installation Process Handbook |
| s. | MIL-STD-130N | DoD Standard Practice – Identification Marking of US Military Property |
| t. | DoDI 4161.02 | Accountability and Management of Government Contract Property, Apr 27,2012 |

2.3 SOURCE OF DOCUMENTS

The contractor shall obtain all applicable documents. Specifications and commercial/industrial documents may be obtained from the following sources:

Copies of Federal Specifications may be obtained from General Services Administration Offices in Washington, DC, Seattle, San Francisco, Denver, Kansas City, MO., Chicago, Atlanta, New York, Boston, Dallas and Los Angeles.

Copies of military specifications may be obtained from the Commanding Officer, Naval Supply Depot, 3801 Tabor Avenue, Philadelphia, PA 19120-5099. Application for copies of other Military Documents should be addressed to Commanding Officer, Naval Publications and Forms Center, 5801 Tabor Ave., Philadelphia, PA 19120-5099.

All other commercial and industrial documents can be obtained through the respective organization's website.

3.0 PERFORMANCE REQUIREMENTS

The following paragraphs list all required support tasks that shall be required throughout the contract life. The contractor shall provide necessary resources and knowledge to support the listed tasks. Specific objectives shall be dependent on the basic contract and the task order (TO) written against the basic contract. The contractor shall complete all required tasks while controlling and tracking performance and goals in terms of costs, schedules, and resources.

Note: In compliance with SPAWARINST 4720.1A – SPAWAR Modernization and Installation Policy, all contract installation work performed aboard Navy ships and Navy shore sites is under Installation Management Office (IMO) supervision; otherwise, a formal exemption request has been approved. In accordance with the Fleet Readiness Directorate Standard Operating Procedure (FRD SOP), COMSPAWARSYSCOM letter Ser FRD/235 dated 14 Apr 12, the contractor shall ensure proper notification and status updates of installation work performed outside of SSC Atlantic respective Areas of Responsibilities (AORs) are provided to the SPAWAR Officer in Charge (OIC) or applicable Geographic Lead.

3.1 TECHNICAL AND PROGRAM MANAGEMENT SUPPORT

The contractor shall apply business, financial management, and technical disciplines required to support planning, organizing, staffing, controlling, and leading team efforts in managing acquisition programs and projects such that the result places capable and supportable systems in the hands of the warfighter when and where needed, and at an affordable price. This functional area represents an integration of a complex system of differing but related functional disciplines that must work together to achieve program goals through development, production, deployment, operations, support, and disposal. Program support may require significant coordination and interface with various DoD and non-DoD activities located in and out of CONUS. The contractor is expected to include a mix of mature and innovative approaches to delivering foundational program management processes and practices. The

contractor shall continually monitor and improve on these processes during execution of the contract. The contractor shall be able to provide program management support at the program level, sponsor level, and at the contract level.

3.2 RESEARCH AND DEVELOPMENT SUPPORT

The contractor shall support the development and application of scientific and analytical disciplines to conduct fundamental research; scientific study and experimentation directed toward advancing the state-of-the-art or increasing knowledge or understanding; concept formulation; assessment of system and subsystem requirements; development, analysis and evaluation of concepts, technologies, systems and subsystems; and development of operational concepts and tactics with the end goal being the application of results to developing new or improving existing C⁵ISR and IT capabilities. This effort may include manning, operating, and maintaining test support and experimental platforms to support tests.

3.3 DESIGN, DEVELOPMENT, INTEGRATION AND SYSTEMS ENGINEERING SUPPORT

The contractor shall perform engineering disciplines for the development of new and existing C⁵ISR and IT capabilities and systems, development of significant alterations to existing systems, integration and interface of existing equipment or software into different applications or platforms to support the warfighter, and evaluation of foreign or non-developmental systems, equipment, and technologies. This shall include performance of scientific analytical and engineering efforts necessary to transform operational needs into unique system performance parameters for evolution into improved system capabilities. This functional area also includes all support required within the area of environmental engineering of C⁵ISR and IT systems and related infrastructure.

3.4 ARCHITECTURE DEVELOPMENT SUPPORT

The contractor shall apply engineering, scientific, and analytical disciplines to assist in the identification and creation of analysis artifacts, support acquisition and engineering processes to identify key end-to-end performance requirements, derive measures of effectiveness, and measures of performance to be validated and verified by test procedures for C⁵ISR and IT systems. Analysis results shall be documented using applicable frameworks such as, Department of Defense Architecture Framework (DoDAF) viewpoints or Federal Enterprise Architecture viewpoints, as applicable.

3.5 ENTERPRISE ANALYSIS AND ASSESSMENTS SUPPORT

The contractor shall apply engineering, scientific, and analytical disciplines to identify, refine, and document operational and functional requirements; translate operational and functional requirements to Concepts of Operations (CONOPS), Functional Requirements, Functional Descriptions, and Operational Requirements Documentation such as Capability Development Documents (CDD), Capability Production Documents (CPD), etc.; develop system, subsystem, and component level design specifications and documents; and develop System performance documents, specifications, and interface requirements documents.

3.6 MODELING, SIMULATION, STIMULATION, AND ANALYSIS SUPPORT

The contractor shall apply standardized, rigorous, structured methodology to create and validate a physical, mathematical, or otherwise logical representation of a system, entity, phenomenon, or process. The functional area involves the use of models, including emulators, prototypes, simulators, and stimulators, either statically or over time, to develop data as a basis for making managerial, technical, strategic, or tactical decisions.

3.7 HUMAN SYSTEMS INTEGRATION, PERFORMANCE, AND USABILITY ENGINEERING SUPPORT

The contractor shall apply engineering, scientific, and analytical disciplines to ensure that design of interactive systems are safer, more secure and easier to use, thereby reducing accidents due to human error, increasing system integrity, and enabling more efficient process operations. This functional area also includes applying engineering, scientific, and analytical disciplines to ensure that the number, type, mix, knowledge, skills, and abilities (KSAs), aptitudes, and physical characteristics of operators, maintainers, and support personnel have been defined and documented early in the system design phase. This includes the preparation and maintenance of Human Engineering Program Plans and Human Engineering Detailed Equipment Performance Specifications and performance Human Factors Assessments for C⁵ISR and IT systems. In accordance with DFAR 235.072(e), the contractor shall comply with clause 252.235-7004, Protection of Human Subjects when performing research involving human subjects that is covered under 32 CFR Part 219.

3.8 INTEROPERABILITY, TEST AND EVALUATION, TRIALS AND INSTALLATION CHECKOUT SUPPORT

The contractor shall perform and/or apply engineering, scientific, and analytical disciplines to the development of all necessary test documentation, plans, change requests, specifications, and reports to ensure that developed platforms, C⁵ISR and IT systems, and war-fighting capabilities have been properly tested and that joint interoperability requirements have been fully met at all levels of its life cycle, including the support of measurement facilities, ranges and instrumentation used for testing, evaluating, experimenting, and exercising platforms and systems. This includes Intra-DoD, Inter-Government, and International interoperability studies as well as multi-platform integration studies of various C⁵ISR and IT systems. Included in this task, the contractor shall perform Independent Verification and Validation (IV&V) Support services.

3.9 HARDWARE AND SOFTWARE SUPPORT

The contractor shall apply engineering, security, and scientific disciplines to perform technical analysis and technical support of new or existing hardware and software for systems, test facilities, or training facilities. This also includes technical support of software implementation in systems, sub-systems, and components. Supporting or delivering Commercial Off-The-Shelf (COTS) solutions and product modifications (e.g., software tools, licensing, and associated hardware) are considered within the scope of this functional area. At the task order level, compliance with and support of specific technical approaches and process management assessments may be required.

3.10 PROTOTYPING, PRODUCTION, MODEL-MAKING, AND FABRICATION SUPPORT

The contractor shall support the building, production, fabrication, testing, evaluation, and operation of reduced and full-scale models, mock-ups, prototypes, production units, and research and development (R&D) test tools of electronic and electro-mechanical systems and system elements. Fabrication and manufacturing of replacement parts/equipment for fielded systems or platforms is included under this task. Additional support includes the development of hardware system/prototypes that demonstrate potential design solutions to operational and functional requirements for C⁵ISR and IT systems. Also included is the performance of systems hardware and software integration and testing to ensure total operational and functional compatibility with interfacing/interacting systems, subsystems, equipment, and computer programs. The use of traditional materials as well as new composite materials is considered applicable in this task.

3.11 INSTALLATION AND IN-SERVICE ENGINEERING SUPPORT

The contractor shall apply engineering, analytical, and technical disciplines and skills to establish and maintain long-term engineering, operation, and maintenance support for in-service C⁵ISR and IT capabilities as well as the capability to modernize or introduce transformational technologies into those capabilities. This includes the

installation in accordance with paragraph 6.2.2 of this document for shipboard work and SPAWAR Shore Installation Process Handbook for shore work, and delivery of systems, including the development of installation and integration plans, drawings, technical change documentation and notices and procedures in support of these efforts. Included in this task is site/platform support liaison and help desk support as required.

3.12 INFORMATION ASSURANCE (IA) SUPPORT

The contractor shall apply engineering, analytical, and technical disciplines and skills to protect and defend information and information systems by ensuring its availability, integrity, authentication, confidentiality, and non-repudiation. This support includes providing for restoration of information systems by incorporating protection, detection, and reaction capabilities. Using NSA's IA Technical Framework (IATF) as guidance, the contractor shall provide Information Assurance engineering and technical support in developing, analyzing, and implementing security requirements. The contractor shall also ensure any equipment/system installed or integrated into Navy platform shall meet the IA requirements as specified under DoDI 8500.2 and DoDD 8570.01.

3.12.1 Information Assurance Training and Certification

In accordance with DFAR clause 252.239-7001 and DoDD 8570.01, contractor personnel performing IA functions shall meet all information assurance (IA) training, certification, and tracking requirements as cited in DoD 8570.01-M (and its planned update – DoD 8140) prior to accessing DoD information systems. Personnel tracking information, which includes subcontractor personnel, shall be included in the monthly contract status report (CDRL A008).

3.13 INTEGRATED LOGISTICS SUPPORT (ILS)

The contractor shall apply engineering and analytical disciplines required to implement ILS as a multi-functional technical management discipline associated with the design, development, test, production, fielding, sustainment, and improvement modifications of cost effective C⁵ISR and IT systems that achieve the warfighters' peacetime and wartime readiness requirements. The principal objectives of ILS are to ensure that support considerations are an integral part of the system's design requirements, that the system can be cost effectively supported through its life-cycle (from program initiation to system retirement), and that the infrastructure elements necessary to the initial fielding, operation and maintenance support of the system are identified and developed and acquired. Utilizing MIL-M-85337A and MIL-DTL-24784 as guidance documents, the contractor shall provide technical manual support; however, the majority of ILS includes supply support and provisioning, maintenance planning, support equipment, technical data, training, facilities, packaging, handling, storage and transportation, manpower, and design interface, computer resources, Production Based Logistics, Supply Chain Management, and depot management.

3.14 SYSTEM SAFETY ENGINEERING SUPPORT

The contractor shall apply engineering and analytical disciplines to ensure that safety is considered in all aspects of design, development, operation, maintenance, and modification of C⁵ISR and IT systems and platforms. This includes system health and hazard assessments and analysis and pollution prevention.

3.15 TRAINING SUPPORT

The contractor shall apply engineering, analytical, and applicable training disciplines required to ensure that the warfighter and technical support community is provided with adequate instruction including applied exercises resulting in the attainment and retention of knowledge, skills, and abilities regarding the warfighting capabilities, platforms, and the C⁵ISR and IT systems they operate and maintain.

3.16 CONFIGURATION MANAGEMENT (CM) SUPPORT

The contractor shall apply engineering and analytical disciplines to identify, document, and verify the functional, performance, and physical characteristics of systems and associated interface systems, to control changes and non-conformance, and to track actual configurations of systems and platforms. Using MIL-HDBK-61A as guidance, the contractor shall provide support that includes all activities related to CM planning, baseline management, configuration identification, configuration audits, formal reviews, engineering changes, and configuration management records and reports; and the use of automated tools to perform these functions.

3.17 PROJECT QUALITY ASSURANCE (QA) SUPPORT

The contractor shall apply engineering and analytical disciplines to ensure that the processes and products used in the design, development, fabrication, manufacture, and installation result in quality products. This area also includes the development and adherence to quality management plans in accordance to best industry practices.

3.18 OPERATIONS AND TRAINING EXERCISE SUPPORT

The contractor shall apply technical and administrative disciplines and skills to provide systems operation support services including support for standard/common/migration applications or systems. Activities include application/system and network administration services, maintenance of documentation related to system and network operations, routine system problem identification and correction, LAN/WAN administration and any other operational duties and training exercises associated with the SPAWAR mission. Support may also include providing applications and systems modification, testing, installation and ongoing quality assurance activities.

3.19 ACQUISITION STRATEGY SUPPORT

The contractor shall perform analyses and research for management acquisition of technology and services. This requires developing models and estimates linking cost, system capability, and mission value to assist SSC Atlantic in selecting the best combination of systems and services for its missions and developing specifications as input to solicitation documents. The contractor must be fully aware of “single step to full capability,” as well as “evolutionary acquisition” strategies, strengths, and weaknesses. The approach to be followed depends on the availability of time-phased requirements, maturity of technologies, cost analyses, supportability considerations, and training.

3.20 INTEGRATION MANAGEMENT SUPPORT

The contractor shall support the PM with monitoring program execution by reviewing or developing integrated cost and schedule performance data. The contractor shall, based on these reviews, make recommendations to mitigate or minimize risk. The contractor will use internal management control systems that produce data that: (a) indicate work progress; (b) properly relate cost, schedule, and technical accomplishment; (c) are valid, timely, and able to be audited; and (d) provide PMs with information at a practical level of summarization.

3.21 PLAN DEVELOPMENT, PROGRAM PLAN EXECUTION, AND INTEGRATED CHANGE CONTROL SUPPORT

3.21.1 Plan Development

The contractor shall support PMs in the Program Plan Development phase by creating consistent and coherent documents from information resulting from other planning processes.

3.21.2 Program Plan Execution

The contractor shall support PMs in the Program Plan Execution phase by implementing the plan and performing the activities included therein.

3.21.3 Integrated Change Control

The contractor shall support PMs in Integrated Change Control by coordinating changes across the entire project. The contractor shall prepare for, attend, provide inputs for, and participate in program related meetings and reviews. The contractor shall prepare draft agendas, financial/budget reports, minutes, trip reports, attendance lists, action item lists, program reviews, design reviews, photographs, and recommendations. The contractor shall maintain historical records of these meetings for ready retrieval and reference. The contractor shall compile reference information packages for ready access in support of meeting attendance and action item and deficiency resolution.

3.22 SCOPE MANAGEMENT SUPPORT

3.22.1 Program Support Documentation

The contractor shall provide program or sponsor-level support as required in the individual TO. The contractor shall be responsible for ensuring that all program support deliverables are tracked and submitted on time throughout the life of contract. The following documents are typical, but not limited to: Performance Work Statement (CDRL A001), Cost Estimation, Cost Model, Budget and Cost Performance, Spend Plan, Meeting Agenda and Minutes, Plans of Action and Milestone (CDRL A002), Work Breakdown Structure (WBS) (CDRL A003), Monthly task order status and progress reports (combine with contractor CPARS, Draft Approval Document (CDAD) Report (paragraph 5.4)) (CDRL A004).

3.22.2 Programmatic Support

The contractor shall support the PM in ensuring the successful accomplishment of day-to-day operations including serving as programmatic liaison to the Government by attending program-related meetings including but not limited to progress reviews, design reviews, briefings, focus groups or IPTs, and Configuration Control Boards (CCB); support PMs in their management of project schedules, briefing slides, project budgets, project data and project risk elements; accurately track modifications, generate plans and reports; respond to requests for technical information on the systems in the enterprise; and provide and coordinate contract program reviews and oversee monthly program status reports (CDRL A001). The contractor shall provide independent analysis and assessments of issues and requirements raised by regulations (such as CFR, FAR, DFARS, NMCARS, etc.) and guidance documents (such as instructions, directives) and assess its impact to system or equipment design, architecture, construction, operations, and contracts (CDRL A001).

3.23 MANPOWER AND PERSONNEL MANAGEMENT SUPPORT

The contractor shall support the PM in developing and monitoring a program/project for identifying and documenting project roles, responsibilities, required skills, reporting relationships, and creating a staffing management plan. To include, but not limited to:

- Confirming human resource availability and obtaining the team necessary to complete project assignment;
- Improving the competencies, team interaction, and the overall team environment to enhance project performance;
- Tracking performance, providing feedback, resolving issues, and coordinating changes to optimize project performance.

3.24 COMMUNICATIONS MANAGEMENT SUPPORT

The contractor shall support the PM with the processes and tasks required to ensure timely and appropriate generation, collection, distribution, storage, retrieval, and ultimate disposition of project information. To include, but not limited to:

- Identifying all people or organizations impacted by the project and documenting relevant information regarding their interests, involvement, and impact on project success;
- Determining the project stakeholder information needs and defining a communication approach;
- Making relevant information available to project stakeholders as planned;
- Communicating and working with stakeholders to meet their needs and addressing issues as they occur;
- Collecting and distributing performance information, including status reports, progress measurements, and forecasts.

3.25 RISK MANAGEMENT SUPPORT

The contractor shall update and maintain a Government - Furnished Risk Enterprise web application; maintain the database on the Government firewall protected network; schedule & attend periodic risk review meetings; provide presentation support for such meetings; and prepare minutes to include action item assignments.

3.26 PROCUREMENT MANAGEMENT SUPPORT FOR SERVICES PROCUREMENT

The contractor shall collect information for requirements documentation, assemble procurement requirements package, submit requests to the procurement competencies, and confirm selected proposals/quotes satisfy the Government's needs and sufficient funds are available to proceed then monitor and report on procurement status until award.

3.27 SYSTEMS ENGINEERING MANAGEMENT SUPPORT

The contractor shall collect and analyze data and draft documentation in support of assigned programs. Topics include, but are not limited to, management methodology and tools, program requirements, acquisition planning, program milestones, integrated program summaries, program schedules, and other program related information. All contractor documentation shall be prepared in accordance with current Government Directives such as the DoD 5000 series.

3.28 SOFTWARE ACQUISITION MANAGEMENT SUPPORT

The contractor shall support the PM with the program/project management of software development and maintenance of Enterprise Information Systems (EIS), software, and business applications throughout the acquisition life cycle including development, testing, production release, and sustainment. The contractor shall support TEAM SPAWAR Business Systems/EIS business development and provide programmatic support to Government overarching technical authority tasks and responsibilities.

3.29 MEASUREMENT AND ANALYSIS SUPPORT

3.29.1 Performance Management

The contractor shall support the PM with performance management and provide analysis and insight into operational performance for approved new projects. The contractor shall develop project metrics and coordinate with the appropriate personnel to track project metrics focusing on schedule, cost, and performance. The contractor shall

identify which metrics are currently tracked and monitored with regard to customer projects and make recommendations for improving the project performance reporting.

3.30 SCHEDULING SUPPORT

The contractor shall support the PM in generating integrated program or project schedules (CDRL A002) for both overall programs and the individual systems. The contractor shall maintain overall cross program Master Schedule.

3.31 PROCESS MANAGEMENT SUPPORT

3.31.1 Programmatic Problem Solving

The contractor shall provide independent technical assessments in the identification and resolution of potential and actual problems associated with individual projects. The contractor shall provide analysis of alternatives and recommendations to Government PMs. The contractor shall update and maintain Lessons Learned database on a Government network.

3.31.2 Process Improvement Implementation

The contractor shall support continuity of existing business operations services while recommended business process improvements are approved and implemented. Once the Government approves the recommended business process improvements, or the Government identifies other improvement areas, the contractor shall support the Government in implementation. The contractor shall document the new process and prepare plans to transition from the old processes and practices to the new ones. The plans shall minimize operations downtime and establish a means to familiarize employees with the new processes. The contractor shall conduct familiarization training of new processes to ensure process improvement effectiveness. The contractor shall provide technical assistance and support during the startup phase of the process and make changes and corrections as necessary to effect successful implementation. The contractor shall research, analyze, and support the definition and implementation of processes to support the business integration and automation across SSC Atlantic.

3.31.3 Process Improvement

The contractor may be required to develop new or improved technical or management processes. This may include integration of the practices of the Capability Maturity Model Integration (CMMI), or other methodologies, where appropriate, into projects or major activities.

3.32 TECHNOLOGICAL OPPORTUNITIES AND USER NEEDS ASSESSMENT SUPPORT

3.32.1 Independent Technical Studies

The contractor shall conduct independent technical studies (CDRL A001), evaluations, and assessments to determine the cost and feasibility of specified projects or processes. Conduct technical reviews, analyses, and studies to determine the availability and applicability of advanced technology and state-of-the-art systems or solutions. These studies would include technical capabilities as a comparison to cost analysis. The source for these technical reviews will include DoD acquisition programs as well as commercial off-the-shelf (COTS) systems, subsystems, and equipment. Technical studies shall also include industrial engineering assessments of operations for the purpose of proposing improved processes, methods, standards, tools, and production enhancements.

3.32.2 Science and Technology

The contractor shall conduct technology assessments to determine the potential warfighting and/or commercial value of a laboratory and/or the intellectual property of a technical activity. Assessment includes identifying candidate products and processes, and evaluating potential to validate feasibility, suitability, and marketability. The contractor shall provide support in the development of technical portfolios of marketable technologies that may be used to respond to inquiries and unanticipated application opportunities defined by potential clients.

3.33 FMS SUPPORT

3.33.1 FMS Program Planning Support

The contractor shall develop technical reports and rough order of magnitude (ROM's) for hardware/software deliverables in accordance to Price and Availability (P&A) requests. The contractor shall review Letters of Request (LORs) to ensure conformance to FMS rules/regulations for case implementation, execution, and closure. The contractor shall support pre-case activities to include researching and preparing concept papers and technical reports; coordinate/attend technical and program meetings; develop agenda items/briefs; generate meeting minutes; develop/maintain an action tracking system; and maintain ready-reference library. Case support may require significant coordination and interface with various DoD and non-DoD activities located in and out of CONUS.

3.33.2 FMS Program Execution and Case Tracking

The contractor shall review Letters of Offer and Acceptance (LOAs) to ensure conformance to FMS rules/regulations and perform risk analysis based on cost, schedule, and technical status. The contractor shall conduct analyses and document LOA configuration variances and inter-operability issues; respond to FMS data calls; develop work breakdown structures; participate in program and technical reviews; analyze financial obligations, expenditures, and discrepancies; track procurement status; provide logistic and configuration management support; support training activities; and develop management reports/tools to meet case requirements. The contractor shall also support case execution activities to include coordination/attendance of technical and program meetings, development of agenda items/briefs, generation of meeting minutes, and development/maintenance of action tracking systems. Case support may require significant coordination and interface with various DoD and non-DoD activities located in and out of CONUS.

3.33.3 FMS Case Closure / Termination

The contractor shall assist in maintaining case files for program termination and/or case closure. The contractor shall track and monitor the progress of case closure and terminated programs to completion. The contractor will assist in gathering documentation by conducting record searches and compiling, analyzing, and preparing documentation to support termination/closure processes. Case support may require significant coordination and interface with various DoD and non-DoD activities located in and out of CONUS.

3.34 EQUIPMENT AND MATERIAL TECHNICAL SUPPORT

3.34.1 Site Surveys and Studies

The contractor shall conduct site surveys to determine the optimum location and configuration for an equipment/system modifications or upgrades. The contractor must be capable of gathering all pertinent environmental, engineering, configuration, and design information relevant to site conditions, analyzing the collected data, performing necessary calculations to make technical recommendations, and preparing technical reports and documentation for a specific engineering change proposal, modification, or system upgrade. (CDRL A002)

3.34.2 Equipment and Material Support

As specified on task orders, the contractor shall provide various equipment/material support that ranges from research, procurement, fabrication, integration, and delivery.

3.34.2.1 Equipment/Material Research

The contractor shall research specified equipment and/or material within the parameters outline at the task order.

3.34.2.2 Equipment/Material Procurement

The contractor shall procure items listed under the Contractor Acquired Property (CAP) paragraph. Acquisition selection factors shall include price, availability, reliability, and supportability within current supply system. This information shall be tracked and available for government review as needed. The contractor shall provide all support data and cost estimates necessary to justify a fair and reasonable price per item procured. The contractor shall have an adequate accounting system to track all items and the delivery status per task order and per item. After receipt, the contractor shall have an adequate property management system to track the item location per task order per item. Unless otherwise noted, all items procured by the contractor shall be stored at the contractor's facilities and integrated into a system or transported by the contractor as directed in each task order. As required, the contractor shall be responsible for generating inventory tracking report(s) (CDRL A005) for the basic contract and/or each task order summary report. Deliverable documentation shall vary and be specified in each TO, if applicable.

Contractor shall recommend items that conform to applicable product validation, identification, and tracking requirements.

a) Product Validation – The contractor shall certify that it purchases supplies from authorized resellers and/or distributors. Unless otherwise specified, the contractor shall warrant that the products are new, in their original box. The contractor shall obtain all manufacturer products submitted in task/delivery order offers from authentic manufacturers or through legal distribution channels only, in accordance with all applicable laws and policies at the time of purchase. The contractor shall provide the Government with a copy of the End User license agreement, and shall warrant that all manufacturer software is licensed originally to Government as the original licensee authorized to use the manufacturer software. This information shall be tracked and available for government review as needed.

b) Information Assurance/Computer Security Requirements – The contractor shall ensure that all products recommended and/or procured that impact Information Assurance (IA) shall be selected from the NIAP Validated Products List. The products chosen shall be based on the appropriate Evaluated Assurance Level (EAL) for the network involved, and utilized in accordance with latest Defense Information Systems Agency (DISA) policy at time of order. This information shall be tracked and available for government review as needed.

c) Item Unique Identification (IUID) and Radio Frequency Identification (RFID) – In accordance with DFARS 252.211-7007 and SECNAVINST 4440.34, the contractor shall ensure that all items purchased with a unit cost equal to or exceeding \$5,000 (or less if item is serially managed or if government specifies items on individual task/delivery orders) is labeled with an item unique identification number or Unique Item Identifier (UII). Prior to delivery of the item to the Government, the contractor shall clearly mark and identify each applicable item based on the criteria provided in DoD MIL-STD 130N for those items not already marked. If specified in individual task/delivery orders, the contractor shall provide Radio Frequency Identification (RFID) in accordance with Under Secretary of Defense Memo Radio Frequency Identification (RFID), July 30, 2004. All IUID information shall be recorded and shall be subject to government review as needed. The contractor shall track IUID items and maintain information being recorded.

(i) Contractor shall enter all items with Unique Item Identifier (UII) in the IUID Registry. Data is either submitted via Wide Area Workflow (WAWF) or manually entered via the IUID website.

(ii) Contractor shall be responsible maintaining and updating information in the IUID Registry. Contractor shall update custody status when items are designated as government furnished material, returned to government position, change physical location, or has been consumed, destroyed, scrapped, lost or abandoned during contract/TO performance.

3.34.2.3 Product/Inventory Tracking

In accordance with FAR 52.245-1, the contractor shall create and maintain internal records of all government property accountable to the contract/TO, including Government-furnished and Contractor-acquired property. Each item delivered and/or ordered shall be recorded in an inventory tracking report (CDRL A005). At a minimum, the report shall track the following information: item description, order date, serial number, model number, lot number, delivery location, and the manufacturer warranty period and expiration date, if applicable. This information shall be tracked and available for government review as needed, and the information shall have the ability to be sorted and manipulated by any of the input fields. Separate from the government tracking system, the information in the contractor's records is a backup to the government records; therefore, the government shall own all data rights to the collected information.

3.34.3 Warranty Tracking of Serialized Items

As specified in DFARS 252.246-7006 and CDRL A006 Attachment 1 – Instructions for Electronic Submission of Warranty Tracking and Administration Information for Serialized Items, the contractor shall follow the requirements for any serialized item manufactured or acquired that come with a warranty:

3.34.3.1 For government specified warranty terms, the government will complete certain fields on the Warranty Tracking Information (WTI) form and Warranty Source of Repair Instructions (WSRI) form and electronically forwarded them to contractor. The contractor shall complete the remaining sections of the WTI and WSRI and forward the forms (CDRL A006) to the Contracting Officer and COR at time of delivery of the warranted serialized item(s).

3.34.3.2 For contractor/vendor specified warranty terms, the contractor shall complete all data elements for both the WTI and WSRI and shall forward the forms (CDRL A006) electronically to the tech code. The WTI shall be returned to the Contracting Officer and COR at contract/TO award. The WSRI shall be returned to the Contracting Officer and COR at contract/TO award or at time of delivery of the warranted serialized item(s).

3.34.3.3 For receipt and acceptance of items, the contractor shall comply with the following requirements:

(a) If the WTI and WSRI are submitted manually (as a PDF file), the contractor shall forward documents to COR for review. As required, contractor shall forward approved documents to government personnel responsible for posting the forms to Electronic Data Access (EDA).

(b) If utilizing the Wide Area WorkFlow (WAWF), the contractor shall ensure that the required warranty data is electronically submitted using the Contract Data Requirements List (CDRL) exhibit line item number (ELIN) functionality for the WAWF Materiel Inspection and Receiving Report or WAWF Repairable Receiving Report, as applicable.

3.34.4 Warranty Management

The contractor shall serve as the warranty manager by tracking the applicable government acceptance dates/receipt dates against the serial number of equipment or the lowest replaceable unit (LRU) of a system. As warranty manager, the contractor shall, unless otherwise directed, submit warranty data on Warranty Tracking Information (WTI) form and Warranty Source of Repair Instructions (WSRI) as specified on the Warranty Tracking and Administration for Serialized Items (CDRL A006). As directed in the TO, the contractor shall upload data to the Wide Area WorkFlow (WAWF) Materiel Inspection and Receiving Report (or WAWF Repairable Receiving Report, if appropriate).

3.34.4.1 If there is no compatible government data base to maintain and track warranty life spans for the Government furnished property and/or Contractor acquired property under contract, the contractor shall internally track items by task order (if applicable), serial numbers, and the information shall be updated monthly to identify the time left on the original warranty. The contractor shall provide the government a copy of the warranty information in an item tracking report (CDRL A005).

3.34.4.2 When an item has failed, the contractor will determine if the item is still under warranty. If the item is under warranty, the contractor shall obtain a Return for Maintenance Authorization (RMA) number and instructions on how to get the product repaired or replaced from the manufacturer or authorized distributor. As required a Warranty and Non-Warranty Failure Status Repair Report (CDRL A007) shall be submitted to the COR on all warranty and non-warranty actions taken during the preceding quarter and collected cumulatively. The Reports shall be submitted within fifteen (15) days of the completion of the quarter. Quarters shall be based on the fiscal year beginning in the month of October.

3.34.5 Maintenance

This type of work entails, at a minimum, the following: maintenance, overhaul, troubleshooting, and repair or a system and/or equipment. Maintenance support work may or may not involve traveling. Contractor personnel shall be highly experienced in electronic systems and familiar with the particular system, unless otherwise stated in the task order.

3.34.6 On-Site Technical Assist

The contractor shall provide technical assistance directly for CASREP resolution, fault analysis, testing, and/or repair of various SSC Atlantic installed systems and equipment, as directed by individual task orders, to restore the units to operational status. The contractor shall be prepared to commence travel for onsite assistance within 24 hours of notification. These personnel shall be technically knowledgeable and capable of analyzing system problems and implementing corrective actions without direct assistance or support from SSC Atlantic personnel if and when required. Technical assistance may also involve collecting additional information for SSC Atlantic, such as design, operation and equipment conditions, training and skill levels of site operators, engineering change status, initial calibration, recalibration, and maintenance problems. The contractor shall report findings, analysis results and corrective action taken associated with technical assistance provided, using the Government provided database/format/workspace.

3.34.7 Web Support

While meeting all Information Assurance security requirements, the Contractor shall provide the following web and maintenance support services:

3.34.7.1 Maintain Configuration Control Management for the following: all Commercial Off-The-Shelf (COTS) and Government Off-The-Shelf (GOTS) Software; all Plant Equipment related to Web Support; and all Software (SW) and Hardware (HW) upgrades.

3.34.7.2 Maintain Plant Equipment to assure 99.7% availability which includes 24/7 immediate response to system outages.

3.34.7.3 Maintain a high level of security for all developed applications and software. This includes responding to all Information Assurance Vulnerability Alerts (IAVAs) and CNO Task Orders (CTOs) and installation and tracking of SSC Atlantic hardware Information Technology (IT) security alerts and patches. Contractor shall develop software architectures that comply with SSC Atlantic Best Practices and Procedures for Security and application development.

3.34.7.4 The contractor shall analyze and document web requirements and develop web, client/server applications, and application documentation. Develop Web and application code in (.net) languages.

3.34.7.5 Develop and maintain and client/server database. Manage and maintain firewall VPN connections and other network access points.

3.34.7.6 Provide disaster recovery methods and plans to assure data recovery in the event in the event of equipment or software catastrophic failure(s).

3.34.7.7 Research and recommend new technologies related to web and client/server development. Provide demonstrations and technology briefings to sponsors and potential sponsors.

4.0 INFORMATION TECHNOLOGY (IT) SERVICES REQUIREMENTS

4.1 INFORMATION TECHNOLOGY (IT) GENERAL REQUIREMENTS

When applicable, the contractor shall be responsible for the following:

4.1.1 Ensure that no production systems are operational on any RDT&E network.

4.1.2 Follow DoDI 8510.01 of 28 Nov 2007 when deploying, integrating, and implementing IT capabilities.

4.1.3 Migrate all Navy Ashore production systems to the NMCI environment where available.

4.1.4 Work with government personnel to ensure compliance with all current Navy IT & IA policies, including those pertaining to Cyber Asset Reduction and Security (CARS).

4.1.5 Follow SECNAVINST 5239.3B of 17 June 2009 & DoDI 8510.01 of 28 Nov 2007 prior to integration and implementation of IT solutions or systems.

4.2 ACQUISITION OF COMMERCIAL SOFTWARE PRODUCTS, HARDWARE, AND RELATED SERVICES

Contractors purchasing commercial software products, hardware, and related services shall ensure they procure items from approved sources as directed in the latest DoN and DoD policies. Contractors that are authorized to use Government supply sources per FAR 51.101, shall as directed in DoN Memorandum – Mandatory use of DoN Enterprise Licensing Agreement (ELA) dtd 22 Feb 12 verify if the product is attainable through DoN ELAs and if so, procure that item in accordance with appropriate ELA procedures. If an item is not attainable through the DoN ELA program, contractors shall then utilize DoD Enterprise Software Initiative (ESI) program (see DFARS 208.74)

and government-wide SmartBuy program (see DoD memo dtd 22 Dec 05). Any item purchased outside these programs shall require approved waivers as directed in the applicable program. Software requirements will be specified at the task order level.

4.3 SECTION 508 COMPLIANCE

The contractor shall ensure that all software procured and/or developed is compliant with Section 508 of the Rehabilitation Act of 1973, 26 CFR Part 1194 and as directed in SPAWARINST 5721.1B of 17 Nov 2009. In accordance with FAR 39.204, this requirement does not apply to contractor acquired software that is incidental to the task, software procured/developed to support a program or system designated as a National Security System (NSS) or if the product is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.

5.0 CONTRACT ADMINISTRATION

Contract Administration is required for all contracts; it provides the government a means for contract management and monitoring. Regardless of the level of support, the ultimate objective of the contractor is ensuring the government's requirements are met, delivered on schedule, and performed within budget.

5.1 CONTRACT LIAISON

The contractor shall assign a technical single point of contact, also known as the Program Manager (PM) who shall work closely with the government Contracting Officer and Contracting Officer's Representative (COR), as applicable. Note: For Indefinite Delivery/Indefinite Quantity (IDIQ) contracts, CORs will be assigned at the task order level. The contractor PM, located in the contractor's facility, shall ultimately be responsible for ensuring that the contractor's performance meets all government contracting requirements within cost and schedule. PM shall have the requisite authority for full control over all company resources necessary for contract performance. The PM shall have authority to approve task order proposals in emergent situations. Responsibilities shall also include, but not be limited to, the following: personnel management; management of government material and assets; and personnel and facility security. In support of open communication, the contractor shall initiate, unless otherwise directed at the task order level, periodic meetings with the COR.

5.2 CONTRACT MONITORING AND MAINTENANCE

The contractor shall have processes established in order to provide all necessary resources and documentation during various times throughout the day in order to facilitate a timely task order (TO) award or modification. Prior to task order award, the contractor shall be responsible for providing any required support documentation in a timely manner so as to not disrupt the TO award process. To address urgent requirements, the contractor shall have processes established during business and non-business hours/days in order to provide all necessary documentation and resources to facilitate a timely TO award or modification. *NOTE: Directly billing to a TO prior to TO award is prohibited.*

5.2.1 Contract Administration Documentation

Various types of contract administration documents are required throughout the life of the contract. At a minimum, the contractor shall provide the following documentation, unless otherwise specified:

5.2.1.1 Task Order Status Report (TOSR)

Task Order Status Reports (CDRL A008) shall be developed and submitted monthly, weekly, and/or as required as cited in the requirements of each task order. The prime shall be responsible for collecting, integrating, and reporting all subcontractor reports. The TOSR include the following variations of reports:

(a) Monthly TOSR – A TO status report shall be developed and submitted monthly at least 30 days after TO award on the 10th of each month for those months the TO is active. The contractor shall report on various TO functions: performance, schedule, financial, business relations, and staffing plan/key personnel. See applicable DD Form 1423 for additional reporting details and distribution instructions. This CDRL includes an attachment for Staffing Plan collection data.

(b) Weekly TOSR – As required, a Weekly TO Status Report shall be emailed to the COR no later than close of business (COB) every Friday. The first report shall be required on the first Friday following the first full week after the TO award date. The initial report shall include a projected Plan Of Action and Milestones (POA&M). In lieu of a formal weekly report, larger, more complex TOs shall require an updated Earned Value Management report. The weekly status report shall, as a minimum, include the following items and data:

1. Percentage of work completed
2. Percentage of funds expended per ship/sub/shore command and system
3. Updates to the POA&M and narratives to explain any variances
4. If applicable, notification when obligated costs have exceeded 75% of the amount authorized

(c) Data Calls – As required, a data call report shall be emailed to the TO Originator and the COR within six working hours of the request. All information provided shall be the most current. Cost and funding data shall reflect real-time balances. Report shall account for all planned, obligated, and expended charges and hours. The report shall include, as a minimum, the following items and data:

1. Percentage of work completed
2. Percentage of funds expended
3. Updates to the POA&M and narratives to explain any variances
4. List of personnel (by location, security clearance, quantity)
5. Most current GFP and/or CAP listing

5.2.1.2 Task Order Closeout Report

Every Task Order (TO) shall require a closeout report (CDRL A009), which is due no later than 30 days after the TO completion date. Prime shall be responsible for collecting, integrating, and reporting all subcontracting information. See applicable DD Form 1423 for additional reporting details and distribution instructions.

5.2.1.3 Cyber Security Workforce (CSWF) Report

CSWF Reports (CDRL A010) shall be developed, maintained, and submitted monthly or as required at the task order level. IAW clause 252.239-7001, if Information Assurance (IA) support is provided, the contractor shall provide a Cyber Security Workforce (CSWF) list that identifies those individuals who are IA trained and certified. Utilizing the format provided in CSWF CDRL Attachment 1, the prime contractor shall be responsible for collecting, integrating, and reporting all subcontractor personnel. See applicable DD Form 1423 for additional reporting details and distribution instructions.

5.2.1.4 Contractor Manpower Reporting

In compliance with Sections 235 and 2330a of title 10, U.S. Code, the following reporting is required for contracts acquiring services:

(a) Contractor Manpower Quarterly Status Report

A Contractor Manpower Quarterly Status Report (CDRL A011) shall be provided to the government four times throughout the calendar year. Required for all active service contracts, beginning at the time of contract award, the Manpower report shall itemize specific contract and/or TO administrative data. Utilizing the format provided in QSR CDRL Attachment 1, the contractor shall collect required data throughout the specified performance period and shall submit one cumulative report on the applicable quarterly due date. See applicable DD Form 1423 for additional reporting details and distribution instructions. The following table lists the pre-set submittal due dates and the corresponding performance periods:

| # | QUARTERLY DUE DATE | PERFORMANCE PERIOD |
|---|--------------------|-------------------------|
| 1 | 15 January | 1 October – 31 December |
| 2 | 15 April | 1 January – 31 March |
| 3 | 15 July | 1 April – 30 June |
| 4 | 15 Oct | 1 July – 30 September |

(b) Enterprise-wide Contractor Manpower Reporting Application

In addition to delivery of the QSR CDRL, the contractor shall report all contractor labor hours (including subcontractor labor hours) required for performance of services via a secure data collection website – Enterprise-wide Contractor Manpower Reporting Application (eCMRA). The contractor is required to completely fill-in all required data fields using the following web address: <http://www.ecmra.mil/>.

Reporting inputs shall be for the labor executed during the period of performance during each Government fiscal year (FY) which runs from October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at <http://www.ecrma.mil/>.

5.2.1.5 WAWF Invoicing Notification and Support Documentation

In accordance with contract clause 252.232-7003 and 252.232-7006, the contractor shall submit payment requests and receiving reports using Wide Area Work Flow (WAWF) which is a secure government Web-based system for electronic invoicing, receipt, and acceptance. The contractor shall provide e-mail notification to the COR when payment requests are submitted to the WAWF. As requested by the COR, the contractor shall provide a soft copy (CDRL A012) of the invoice and any supporting documentation in order to assist the COR in validating the invoiced amount against the products/services provided during the billing cycle. As applicable, the contractor shall forward copies of invoices to the COR immediately after submittal of WAWF payment request. For supplemental supporting documentation, the contractor shall forward to the COR within 24 hours from initial time of request.

5.2.1.6 Labor Rate Limitation Notification

Contractors shall monitor labor rates as part of the monthly TO status report. Only if threshold values are met as specified below shall a CDRL be required. The ability of a contractor to monitor labor rates shall be included in the contract/task order Quality Assurance Surveillance Plan (QASP).

(a) Average actual labor rates per person charged on contract/task order – If the average fully burden rate of any individual exceeds \$250K/yr (\$120.19/hr) and was not disclosed prior to the basic contract (or TO) award, the contractor shall send notice and rationale (CDRL A013) for the labor rate to the COR who will then send notification to the Contracting Officer/Ordering Officer.

(b) Average actual labor rates (total actual fully burdened labor costs “divided by” total number of hours performed) compared to average negotiated labor rates (total negotiated fully burdened labor costs “divided by” total number of hours negotiated) – If the average actual burdened labor rates exceeds the average proposed/negotiated rate by 15%, the contractor shall send notice and rationale (CDRL A013) for the rate variance to the COR who will then send notification to the Contracting /Ordering Officer. Contractors shall additionally notify the government if variances exceed 20% for more than three consecutive months. Contractors shall annotate the variance percentage of monthly average actual labor rates versus average negotiated labor rates in the monthly contract/TO status reports.

How well a contractor monitors labor rates shall be included in the contract/task order Quality Assurance Surveillance Plan (QASP).

5.2.1.7 ODC Limitation Notification

Contractors shall monitor Other Direct Costs (ODCs) as part of the monthly contract and TO status reports. For this monitoring purpose, ODCs include incidental material, travel, and other non-labor costs required in performance of the contract/task order. If the cumulative total cost of ODCs exceed the estimated total cost of ODCs (cumulative per contract or task order) by 10%, the contractor shall send notice and rationale (CDRL A013) for exceeding cost to the COR who will then send a signed memorandum to the Contracting Officer documenting the reasons justifying the increase of ODC. The ability of a contractor to monitor ODCs shall be included in the contract/task order Quality Assurance Surveillance Plan (QASP).

5.2.1.8 Contractor Census Report

In accordance with clause 952.225-0005, work performed in Iraq or Afghanistan requires a monthly report (CDRL A014) that the contractor shall submit to the Contracting Officer. See clause for specific reporting requirements.

5.3 CONTRACT ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

Due to the type of work performed, there are organizational conflict of interest clauses that are applicable to this contract. The contract shall follow the restrictions as cited in clause 5252.209-9201, 5252.209-9202, 5252.209-9203, 5252.209-9204, and 5252.209-9205.

5.4 EARNED VALUE MANAGEMENT (EVM)

In accordance with DoD policy, this contract does not require Earned Value Management (EVM) implementation due to the cost of single program efforts not exceeding \$20M. As required by DoD, the contractor shall develop and maintain a Contract Funds Status Report (CDRL A015) to help track cost expenditures against performance.

6.0 QUALITY ASSURANCE

6.1 QUALITY ASSURANCE SYSTEM

Upon contract award, the prime contractor shall have and maintain a quality assurance process that meets contract requirements and program objectives while ensuring customer satisfaction and defect-free products/process. The quality system shall be documented and contain procedures, planning, and all other documentation and data necessary to provide an efficient and effective quality system based on a contractor’s internal auditing system. When required by task order, the contractor shall provide to the Government a copy of its Quality Assurance (QA) plan (CDRL A016). The quality system shall be made available to the Government for review at both a program and

worksite services level during predetermined visits. Existing quality documents that meet the requirements of this contract may continue to be used. The Contractor shall also require all subcontractors to possess a quality assurance and control program commensurate with the services and supplies to be provided as determined by the prime contractor's internal audit system. At minimum, the contractor's quality system shall meet the following key criteria:

- Establish capable processes
- Monitor and control critical product and process variations
- Establish mechanisms for feedback of field product performance
- Implement and effective root-cause analysis and corrective action system
- Continuous process improvement

6.2 QUALITY MANAGEMENT PROCESS COMPLIANCE

6.2.1 General

The contractor shall have processes in place that shall coincide with the Government's quality management processes. As required, the contractor shall use best industry practices including, when applicable, ISO/IEC 15288 for System life cycle processes. The contractor shall provide technical program and project management support that will mitigate the risks to successful program execution including employment of Lean Six Sigma methodologies in compliance with SSC Atlantic requirements and with the SSC Engineering Process Office (EPO) Capability Maturity Model Integration (CMMI) program. As part of a team, the contractor shall support projects at SSC Atlantic that are currently, or in the process of, being assessed under the SSC EPO CMMI program. The contractor shall be required to utilize the processes and procedures already established for the project and the SSC EPO CMMI program and deliver products that are compliant with the aforementioned processes and procedures. Although a CMMI independent assessment is not required at contract award, task orders may require a contractor to have established processes equivalent to a minimum of CMMI capability/maturity level 3.

6.2.2 Navy Shipboard Work

Specifically, for Navy shipboard and submarine work, the quality of all services referred under this contract shall conform to high standards, such as ISO 9001 in the relevant profession, trade or field of endeavor. At time of task order award, the prime contractor shall have in place, an existing Government approved quality system by the NAVSEA 04XQ office (Quality Programs and Certification Office) for shipboard and submarine work in accordance with NAVSEA Technical Specification 9090-310. Within 30 days of base contract award, the contractor shall submit and obtain Government approval of a quality system for shore facilities if not previously approved. The documented quality assurance system shall be used to ensure that the end product of each task conforms to contract requirements whether produced by the contractor or provided by approved subcontractors or vendors. The quality assurance system shall provide for control over all phases of the various types of tasks, from initial manning and material ordering to completion of final tasking, before offering to the Government for acceptance as specified in this contract or task orders/Performance Work Statement (PWS). All services shall be rendered according to the documented quality system and directly supervised by individuals qualified in the relevant profession or trade.

6.3 QUALITY CONTROL

Unless otherwise directed, the contractor is responsible for all quality control inspections necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M or procedural quality system document. The Government reserves the right to perform any inspections deemed necessary to assure that the contractor provided services, documents, and material meet the prescribed requirements and to reject any or all services, documents, and material in a category when nonconformance is established.

6.4 QUALITY MANAGEMENT DOCUMENTATION

In support of the contract's Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS) the contractor shall provide the following documents: Cost and Schedule Milestone Plan (CDRL A017) submitted 10 days after task order award, and Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A004) submitted monthly.

7.0 DOCUMENTATION AND DELIVERABLES

7.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLs)

The following CDRL listing identifies the data item deliverables required under this contract and the applicable section of the PWS for which they are required. Section J includes the DD Form 1423s that itemize each Contract Data Requirements List (CDRL) required under the basic contract. The contractor shall establish a practical and cost-effective system for developing and tracking the required CDRLs generated under each task. No CDRL classified TOP SECRET with SCI shall be developed.

| CDRL # | Description | PWS Reference Paragraph | Security Classification |
|--------|---|--------------------------------|-------------------------|
| A001 | Program Management Reports, General | 3.22.1, 3.22.2 | unclassified |
| A002 | Technical/Analysis Reports, General | 3.22.1, 3.30, 3.34.1 | up to S/TS |
| A003 | Contract Work Breakdown Structure (CWBS) | 3.22.1 | unclassified |
| A004 | Contractor CPARS Draft Approval Document (CDAD) Report | 3.22.1, 6.4 | unclassified |
| A005 | Inventory Tracking Report | 3.34.2.2, 3.34.2.3, 3.34.4.1 | unclassified |
| A006 | Warranty Tracking and Administration for Serialized Item Report | 3.34.3.1, 3.34.3.2, 3.34.4 | unclassified |
| A007 | Failure Status Repair Report | 3.34.4.2 | unclassified |
| A008 | Task Order Status Report (TOSR) | 3.12.1, 5.2.1.1, 8.1.2, 11.2.4 | unclassified |
| A009 | Task Order Closeout Report | 5.2.1.2, 11.5 | unclassified |
| A010 | Cyber Security Workforce (CSWF) Report | 5.2.1.3, 8.1.2 | unclassified |
| A011 | Contractor Manpower Quarterly Status Report (QSR) | 5.2.1.4 | unclassified |
| A012 | Invoice Support Documentation | 5.2.1.5 | unclassified |
| A013 | Limitation Notification & Rationale | 5.2.1.6, 5.2.1.7 | unclassified |
| A014 | Contractor Census Report | 5.2.1.8 | unclassified |
| A015 | Contract Funds Status Report (CFSR) | 5.4 | unclassified |
| A016 | Quality Assurance Plan | 6.1 | unclassified |
| A017 | Cost and Schedule Milestone Plan | 6.4 | unclassified |
| A018 | OCONUS Deployment Documentation and Package | 13.4 | unclassified |

7.2 ELECTRONIC FORMAT

At a minimum, the Contractor shall provide deliverables electronically by email; hard copies are only required if requested by the government. To ensure information compatibility, the contractor shall guarantee all deliverables (i.e., CDRLs), data, correspondence, and etc., are provided in a format approved by the receiving government representative. All data shall be provided in an editable format compatible with SSC Atlantic corporate standard software configuration as specified below. Contractor shall conform to SSC Atlantic corporate standards within 30

days of contract award unless otherwise specified. *The initial or future upgrades costs of the listed computer programs are not chargeable as a direct cost to the government.*

| | Deliverable | Software to be used |
|----|--|--|
| a. | Word Processing | Microsoft Word |
| b. | Technical Publishing | PageMaker/Interleaf/SGML/ MSPublisher |
| c. | Spreadsheet/Graphics | Microsoft Excel |
| d. | Presentations | Microsoft PowerPoint |
| e. | 2-D Drawings/ Graphics/Schematics (new data products) | Vector (CGM/SVG) |
| f. | 2-D Drawings/ Graphics/Schematics (existing data products) | Raster (CALs Type I, TIFF/BMP, JPEG, PNG) |
| g. | Scheduling | Microsoft Project |
| h. | Computer Aid Design (CAD) Drawings | AutoCAD/Visio |
| i. | Geographic Information System (GIS) | ArcInfo/ArcView |

7.3 INFORMATION SYSTEM

7.3.1 Electronic Communication

The contractor shall have broadband Internet connectivity and an industry standard email system for communication with the government. The contractor shall be capable of Public Key Infrastructure client side authentication to DOD private web servers. Unless otherwise specified, all key personnel on contract shall be accessible by email through individual accounts during all working hours.

7.3.2 Information Security

The contractor shall provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on contract. Unclassified DoD information shall only be disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the contract, and privileged contract information (e.g., program schedules, contract-related tracking).

7.3.2.1 Safeguards

The contractor shall protect government information and shall provide compliance documentation validating they are meeting this requirement. The contractor and all utilized subcontractors shall abide by the following safeguards:

- (a) Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- (b) Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- (c) Sanitize media (e.g., overwrite) before external release or disposal.
- (d) Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such

as portable hard drives and digital optical disks, using DoD Authorized Data-at-Rest encryption technology. NOTE: Thumb drives are not authorized for DOD work, storage, or transfer. Use GSA Awarded DAR solutions (GSA # 10359) complying with ASD-NII/DOD-CIO Memorandum, "Encryption of Sensitive Unclassified Data-at-Rest on Mobile Computing Devices and Removable Storage." Solutions shall meet FIPS 140-2 compliance requirements.

(e) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.

(f) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.

(g) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

(h) Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).

(i) Provide protection against computer network intrusions and data exfiltration, minimally including the following:

1. Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
2. Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
3. Prompt application of security-relevant software patches, service packs, and hot fixes.

(j) As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).

(k) Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

7.3.2.2 Compliance

The contractor shall include in their quality processes procedures that are compliant with information security requirements.

8.0 SECURITY

8.1 ORGANIZATION

8.1.1 Security Classification

As specified in clause 5252.204-9200, classified work shall be performed under this contract. Prior to commencement of classified work, the contractor shall possess an appropriate facility clearance (FCL) and provide personnel with appropriate security clearances for tasking received. A facility clearance for up to and including TOP SECRET, with capability for SECRET level of safeguarding, shall be required at contract award. Contract awardees with an existing GENSER SECRET Facility Clearance (FCL) will be issued a SECRET FCL DD-254; however contract awardees with existing TOP SECRET (TS) FCL will be issued a TOP SECRET (TS) FCL DD-254. Determination of required security classification shall be made at the task order level. In situations where performance schedule is critical, contractors without the appropriate FCL level will not be eligible for TO award. In situations where the performance schedule can accommodate a FCL upgrade, a TO shall be awarded and an updated DD-254 will be issued authorizing TS access.

All of the tasking cited in PWS Para 3.0 requires access to classified information up to the level of TOP SECRET. Specific tasking security requirements shall be identified at task order level. Clearance is required to access and handle classified and personal personnel material, attend program meetings, and/or work within restricted areas unescorted.

8.1.2 Security Officer

The contractor shall appoint a Security Officer to support those contractor personnel requiring access to government facility/installation and/or access to information technology systems under this contract. The Security Officer shall be responsible for tracking the security requirements for all personnel (subcontractors included) utilized on contract. Responsibilities include entering and updating the personnel security related and mandatory training information within the TOSR Attachment 1, Staffing Plan document (CDRL A008) – applicable Staffing Plan sheets include: Security Personnel Tracking sheet, CAC SPAWAR Badge Tracking sheet, Mandatory Training Sheet. If applicable, Security Officer shall also update and track CSWF data (CDRL A010).

8.2 PERSONNEL

The contractor shall conform to the security provisions of DoD 5220.22M – National Industrial Security Program Operating Manual (NISPOM), SECNAVINST 5510.30, DoD-8570.01M/DoD-8140, and the Privacy Act of 1974. Prior to any labor hours being charged on contract, the Contractor shall ensure their personnel possess and can maintain security clearances at the appropriate level(s), and are certified/credentialed for the Information Assurance Workforce (IAWF)/Cyber Security Workforce (CSWF), as applicable. At a minimum, the contractor shall validate that the background information provided by their employees charged under this contract is correct, and the employee shall hold a minimum of a trustworthy determination. *Cost to meet these security requirements is not directly chargeable to task order.*

NOTE: If a final determination is made that an individual does not meet the minimum standard for a Position of Trust (SF 85P) (National Agency Check with Inquires (NACI) or Moderate Risk Background Investigation (MBI)), then the individual shall be permanently removed from SSC Atlantic facilities, projects, and/or programs. If an individual who has been submitted for a security clearance is "denied" for a clearance or receives an "Interim Declination" that individual shall be removed from SSC Atlantic facilities, projects, and/or programs until such time as the investigation is fully adjudicated or the individual is resubmitted and is approved. All contractor and subcontractor personnel removed from facilities, projects, and/or programs shall cease charging labor hours directly or indirectly on task and contract.

8.2.1 Personnel Clearance

Some personnel associated with this contract shall possess a TOP SECRET clearance. These programs/tasks include, as a minimum, contractor personnel having the appropriate clearances required for access to classified data as required. Prior to starting work on the task, contractor personnel shall have the required clearance granted by the Defense Industrial Security Clearance Office (DISCO) and shall comply with IT access authorization requirements. In addition, contractor personnel shall possess the appropriate IT level of access for the respective task and position assignment as required by DoDD 8500.1, Information Assurance and DoDI 8500.2, Information Assurance (IA) Implementation. Any future revision to the respective directive and instruction shall be applied to the TO level as required. Contractor personnel shall handle and safeguard any unclassified but sensitive and classified information in accordance with appropriate Department of Defense security regulations. Any security violation shall be reported immediately to the respective Government Project Manager.

8.2.2 Access Control of Contractor Personnel

8.2.2.1 Physical Access to Government Facilities and Installations

Contractor personnel shall physically access government facilities and installations for purposes of site visitation, supervisory and quality evaluation, work performed within government spaces (either temporary or permanent), or meeting attendance. Individuals supporting these efforts shall comply with the latest security regulations applicable to the government facility/installation.

(a) The majority of government facilities require contractor personnel to have an approved visit request on file at the facility/installation security office prior to access. The Contractor shall initiate and submit a request for visit authorization to the COR in accordance with DoD Manual 5220.22M (NISPOM) not later than one (1) week prior to visit – timeframes may vary at each facility/installation. For admission to SSC Atlantic facilities/installations, a visit request shall be forwarded via Space and Naval Warfare Systems Center Atlantic, P.O. Box 190022, North Charleston, SC 29419-9022, Attn: Security Office, for certification of need to know by the specified COR. For visitation to all other govt. locations, visit request documentation shall be forwarded directly to the on-site facility/installation security office (to be identified at task order level) via approval by the COR.

(b) Depending on the facility/installation regulations, contractor personnel shall present a proper form of identification(s) and vehicle proof of insurance or vehicle rental agreement. NOTE: SSC Atlantic facilities located on Joint Base Charleston require a Common Access Card (CAC) each time physical installation access is required. Contractor shall contact SSC Atlantic Security Office directly for latest policy.

(c) As required, a temporary or permanent automobile decal for each contractor personnel may be issued. The contractor assumes full responsibility for the automobile decal and shall be responsible for the return and/or destruction of the automobile decal upon termination of need or of personnel.

(d) All contractor persons engaged in work while on Government property shall be subject to inspection of their vehicles at any time by the Government, and shall report any known or suspected security violations to the Security Department at that location

8.2.2.2 Identification and Disclosure Requirements

As required in DFARS 211.106, Contractors shall take all means necessary to not represent themselves as government employees. All Contractor personnel shall follow the identification and disclosure requirement as specified in clause 5252.237-9602.

8.2.2.3 Government Badge Requirements

As specified in contract clause 5252.204-9202, some contract personnel shall require a government issued picture badge. While on government installations/facilities, contractors shall abide by each site's security badge requirements. Various government installations are continually updating their security requirements to meet Homeland Security Presidential Directive (HSPD-12) identification standards. Contractors are responsible for obtaining and complying with the latest security identification requirements for their personnel as required. Contractors shall submit valid paper work (e.g., site visit request, request for picture badge, and/or SF85P for CAC card) to the applicable government security office via the contract COR. The contractor's appointed Security Officer, which is required in clause 5252.204-9200, shall track all personnel holding local government badges at contract or TO level.

8.2.2.4 Common Access Card (CAC) Requirements

Some government facilities/installations (e.g., Joint Base Charleston) require contractor personnel to have a Common Access Card (CAC) for physical access to the facilities or installations. Contractors supporting work that requires access to any DoD IT/network also requires a CAC. Granting of logical and physical access privileges remains a local policy and business operation function of the local facility. The Contractor is responsible for obtaining the latest facility/installation and IT CAC requirements from the applicable local Security Office. When a CAC is required to perform work, contractor personnel shall be able to meet all of the following security requirements prior to work being performed:

- (a) In accordance with Directive-Type Memorandum (DTM-08-003), issuance of a CAC will be based on the following four criteria:
 - 1. eligibility for a CAC – to be eligible for a CAC, Contractor personnel's access requirement shall meet one of the following three criteria: (a) individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the government on a recurring bases for a period of 6 months or more, (b) individual requires both access to a DoD facility and access to DoD network on site or remotely, or (c) individual requires remote access to DoD networks that use only the CAC logon for user identification.
 - 2. verification of DoD affiliation from an authoritative data source – CAC eligible personnel must be registered in the Defense Enrollment Eligibility Reporting Systems (DEERS) through either an authoritative personnel data feed from the appropriate Service or Agency or Contractor Verification System (CVS).
 - 3. completion of background vetting requirements according to FIPS PUB 201-1 and DoD Regulation 5200.2-R – at a minimum, the completion of Federal Bureau of Investigation (FBI) fingerprint check with favorable results and submission of a National Agency Check with Inquiries (NACI) to the Office of Personnel Management (OPM), or a DoD-determined equivalent investigation. NOTE: Personnel requiring a CAC under SSC Atlantic shall contact the SSC Atlantic Security Office to obtain the latest requirements and procedures.
 - 4. verification of a claimed identity – all personnel will present two forms of identification in its original form to verify a claimed identity. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 115-0136, Employment Eligibility Verification. Consistent with applicable law, at least one document from the Form I-9 list shall be a valid (unexpired) State or Federal Government-issued picture identification (ID). The identity documents will be inspected for authenticity, scanned, and stored in the DEERS.
- (b) When a contractor requires logical access to a government IT system or resource (directly or indirectly), the required CAC shall have a Public Key Infrastructure (PKI). A hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Prior to receipt of a CAC with PKI, contractor personnel shall complete the mandatory IA Awareness training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the contract's specified COR. Note: In order for personnel to maintain a CAC with PKI, each contractor employee shall complete annual IA training. The following guidance for training

and form submittal is provided; however, contractors shall seek latest guidance from their appointed company Security Officer and the SSC Atlantic Information Assurance Management (IAM) office:

1. For annual DoD IA Awareness training, contractors shall use this site: <https://twms.nmci.navy.mil/>. For those contractors requiring initial training and do not have a CAC, contact the SSC Atlantic IAM office at phone number (843)218-6152 or email questions to ssc_lant_iam_office.fcm@navy.mil for additional instructions. Training can be taken at the IAM office or online at <http://iase.disa.mil/index2.html>.
2. For SAAR-N form, the contract shall use OPNAV 5239/14 (Rev 9/2011). Contractors can obtain a form from the SSC Atlantic IAM office at or from the website: <https://navalforms.documentservices.dla.mil/>. Digitally signed forms shall be routed to the IAM office via encrypted email to ssclant_it_secmtg@navy.mil.

8.2.2.5 Accessing Navy Enterprise Resources Planning (ERP) System

Contractor personnel shall not access the Navy Enterprise Resource Planning (Navy ERP) system.

8.2.2.6 Personnel Check-in and Check-out Procedures

All SSC Atlantic contractor personnel requiring or possessing a government badge and/or CAC for facility and/or IT access shall have a SSC Atlantic government sponsor and be in compliance with the most current version of Contractor Check-in and Check-out Instruction and Forms as posted on the Command Operating Guide (COG) website. At contract award throughout contract completion, the contractor shall provide necessary employee information and documentation for employees hired, transferred, and/or terminated in support of this contract within the required timeframe as cited in the Check-in and Check-out instructions. Contractor's Security Officer shall ensure all contractor employees whose services are no longer required on contract return all applicable government documents/badges to the appropriate government representative. Note: if the contractor does not have access to the SPAWAR COG, the contractor shall get all necessary Instruction and Forms from the COR.

8.2.3 IT Position Categories

In accordance to DoDI 8500.2, SECNAVINST 5510.30, DoD 8570.01 and applicable to unclassified DoD information systems, a designator shall be assigned to certain individuals that indicates the level of IT access required to execute the responsibilities of the position based on the potential for an individual assigned to the position to adversely impact DoD missions or functions. As defined in DoD 5200.2-R and SECNAVINST 5510.30, the IT Position categories include:

- IT-I (Privileged)
- IT-II (Limited Privileged)
- IT-III (Non-Privileged)

Note: The term IT Position is synonymous with the older term Automated Data Processing (ADP) Position (as used in DoD 5200.2-R, Appendix 10).

Investigative requirements for each category vary, depending on the role and whether the individual is a U.S. civilian contractor or a foreign national. The Contractor PM shall assist the Government Project Manager or COR in determining the appropriate IT Position Category assignment for all contractor personnel. All required Single-Scope Background Investigation (SSBI), SSBI Periodic Reinvestigation (SSBI-PR), and National Agency Check (NAC) adjudication shall be performed in accordance with DoDI 8500.2 and SECNAVINST 5510.30. IT Position Categories shall be determined based on the following criteria:

- 8.2.3.1 IT-I Level (Privileged) - Positions in which the incumbent is responsible for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning and design of a computer system, including the hardware and software; or, can access a system during the operation or maintenance

in such a way, and with a relatively high risk for causing grave damage, or realize a significant personal gain. Personnel whose duties meet the criteria for IT-I Position designation require a favorably adjudicated SSBI or SSBI-PR. The SSBI or SSBI-PR shall be updated a minimum of every 5 years.

8.2.3.2 IT-II Level (Limited Privileged) - Positions in which the incumbent is responsible for the-direction, planning, design, operation, or maintenance of a computer system, and whose work is technically reviewed by a higher authority at the IT-II Position level to insure the integrity of the system. Personnel whose duties meet the criteria for an IT-II Position require a favorably adjudicated NAC.

8.2.3.3 IT-III Level (Non-privileged) - All other positions involved in computer activities. Incumbent in this position has non-privileged access to one or more DoD information systems/applications or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation require a favorably adjudicated NAC.

8.2.4 Security Training

Regardless of the contract security level required, the contractor shall be responsible for verifying applicable personnel (including subcontractors) receive all required training. At a minimum, the contractor's designated Security Officer shall track the following information: security clearance information, dates possessing Common Access Cards, issued & expired dates for SSC Atlantic Badge, Information Assurance (IA) training, Privacy Act training, and Information Assurance Workforce (IAWF)/Cyber Security Workforce (CSWF) certifications, etc. The contractor shall educate employees on the procedures for the handling and production of classified material and documents, and other security measures as described in the PWS in accordance with DoD 5220.22M.

8.2.5 Disclosure of Information

Contractor employees shall not discuss or disclose any information provided to them in the performance of their duties to parties other than authorized Government and contractor personnel who have a "need to know". Any information or documentation developed by the contractor under direction of the government shall not be used for other purposes without the consent of the government Contracting Officer.

8.3 OPERATIONS SECURITY (OPSEC) REQUIREMENTS

Security programs are oriented towards protection of classified information and material. Operations Security (OPSEC) is an operations function which involves the protection of any critical information – focusing on unclassified information that may be susceptible to adversary exploitation. As directed in DoDD 5205.02E and SPAWARINST 3432.1, SSC Atlantic's OPSEC program implements requirements in DoD 5205.02 – OPSEC Program Manual. Note: OPSEC requirements are applicable when contract personnel have access to either classified information or unclassified Critical Program Information (CPI)/sensitive information.

8.3.1 Local and Internal OPSEC Requirement

Contractor personnel, including subcontractors if applicable, shall adhere to the OPSEC program policies and practices as cited in the SPAWARINST 3432.1 and existing local site OPSEC procedures. The contractor shall develop their own internal OPSEC program specific to the contract and based on SSC Atlantic OPSEC requirements. At a minimum, the contractor's program shall identify the current SSC Atlantic site OPSEC Officer/Coordinator.

8.3.2 OPSEC Training

Contractor shall track and ensure applicable personnel receive initial and annual OPSEC awareness training. Training may be provided by the government or a contractor's OPSEC Manager and shall, as a minimum, cover OPSEC as it relates to contract work, discuss the Critical Information applicable in the contract/task order, and review OPSEC requirements if working at a government facilities. Any training materials developed by the contractor shall be reviewed by the SSC Atlantic OPSEC Officer, who will ensure it is consistent with SSC Atlantic OPSEC policies. OPSEC training requirements are applicable for personnel during their entire term supporting SPAWAR contracts.

8.3.3 SSC Atlantic OPSEC Program

Contractor shall participate in SSC Atlantic OPSEC program briefings and working meetings as required and complete any OPSEC survey or data call within the timeframe specified.

8.3.4 Classified Contracts

OPSEC requirements identified under a classified contract shall have specific OPSEC requirements listed on the DD Form 254.

8.4 DATA HANDLING AND USER CONTROLS

8.4.1 Data Handling

At a minimum, the contractor shall handle all data received or generated under this contract as For Official Use Only (FOUO) material. Any classified information received or generated shall be handled in accordance with the attached DD Form 254 and in shall be in compliance with all applicable PWS references and to other applicable Government policies and procedures that include DOD/Navy/SPAWAR.

8.4.2 Effective Use of Controls

The contractor shall screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. The contractor shall utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc) at all times to protect contract related information processed, stored or transmitted on the contractor's and Government's computers/servers to ensure confidentiality, integrity, availability, authentication and non-repudiation. This includes ensuring that provisions are in place that will safeguard all aspects of information operations pertaining to this contract in compliance with all applicable PWS references. Compliance with Para 7.3.2.1, Data-at-Rest, is required on all portable electronic devices including storage of all types. Encryption/digital signing of communications is required for authentication and non-repudiation.

9.0 GOVERNMENT FACILITIES

As specified in each task order, government facilities (i.e., office space, computer hardware/software, or lab space) will be provided to those labor categories that would otherwise adversely affect the work performance if they were not available on-site. *Note: The burdened labor rate for those contractor personnel designated as "government site" shall include overhead costs allocable to government site work, consistent with the contractor's established accounting practices.*

10.0 CONTRACTOR FACILITIES

Some task orders issued under this contract may require the contractor to possess or establish facilities at specific locations. Facility requirements may include laboratory space, staging and storage areas, classified storage, or other spaces equipped as necessary to accomplish task order objectives.

11.0 CONTRACT PROPERTY ADMINISTRATION

11.1 PROPERTY TYPES

Contract property can either be intangible (i.e., intellectual property and software IAW FAR Part 27) or tangible (i.e., government property IAW FAR Part 45). The contractor shall have established property management procedures and an appropriate property management point of contact who shall work with the assigned Government Property Administrator (PA) to ensure their property management system is acceptable. This contract will have the following property in support of the tasking requirements in PWS Para 3.0.

11.1.1 Intangible Property – Intellectual/Software

11.1.1.1 Government Furnished Information (GFI)

Intellectual property includes Government Furnished Information (GFI) which includes manuals, drawings, and test data that is provided to contractor for performance of a contract. Depending on the document, certain information (e.g., technical specifications, maps, buildings designs, schedules, etc.) shall require addition controls for access and distribution. Unless otherwise specified, all GFI distribution and inventory shall be limited to need-to-know and returned at completion of the contract/task order. GFI and its estimated delivery date will be identified at task order level.

11.1.2 Tangible Property – Government Property (GP)

Government property shall be utilized on contract which includes all property owned or leased by the Government. Government property consists of Government-furnished property (GFP) and Contractor-acquired property (CAP). Under this contract, the following government property shall be applicable:

11.1.2.1 Government-furnished Property (GFP)

As defined in FAR Part 45, Government-furnished property (GFP) is property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. GFP includes, but is not limited to, spares and property furnished for repairs, maintenance, overhaul, or modification. GFP includes the following:

- (a) Government-Furnished Equipment (GFE) – Property, Plant and Equipment (PP&E) including Special Test Equipment and Special Tool that are provided to produce an end product;
- (b) Government-Furnished Material (GFM) – Operating Material and Supplies (OM&S) which are consumed or expended during the performance of a contract;
- (c) Real Property – buildings/structures, computer workstations/laptops, etc. utilization of government facilities

GFP shall be identified at task order level using the latest approved government forms for Scheduled GFP (SGFP) and Requisitioned GFP (RGFP).

11.1.2.2 Contractor-acquired Property (CAP)

As defined in FAR Part 45, Contractor-acquired property (CAP) is property acquired, fabricated, or otherwise provided by the contractor for performing a contract and to which the Government has title. CAP includes the following:

- (a) Contractor Acquired Equipment (CAE) – Property, Plant and Equipment (PP&E) which includes equipment, machine tools, test equipment, etc.
- (b) Contractor Acquired Material (CAM) – Operating Material and Supplies (OM&S) which includes materials purchased by the contractor that will be incorporated into, or attached to a deliverable end item or that may be consumed or expended in performing a TO

CAP shall be identified at the task order level.

11.2 TRACKING AND MANAGEMENT

11.2.1 Contractor Property Management System

In accordance with FAR clause 52.245-1 and DFARS clause 252.245-7003, the contractor shall establish and maintain an acceptable property management system that is subject to review and approval by the government contract Property Administrator. The contractor's property management system shall adhere to the applicable prescribed requirements in FAR clause 52.245-1.

11.2.2 Property Transfer between Government and Contracts

Contractors shall not take receipt or transfer custody of any government property without possessing proper contractual authority; i.e.; item specifically is identified as GFP in the basic contract or task order level. Per DoDI 4161.02, the government will utilize electronic transaction when transferring GFP to the contractor (specified by contract number) and upon return of the property to the government. The contractor shall use WAWF to receipt property transfer or use Defense Logistics Management System (DLMS) standard logistics transaction set 527R to provide materiel receipt acknowledgement. The applicable contract number shall be cited to properly track property shipments.

Note: If electronic receipt is not available, at a minimum, the transfer or property shall not occur without proper paperwork; e.g., Requisition and Invoice/Shipping Document (DD1149) or COMSEC Material Report (SF153).

11.2.3 GFP Tagging and Item Unique Identification (IUID) Registry

In accordance with DFARS clause 252.245-7001, contractor shall tag, label, or mark all GFP items not previously tag, labeled, or marked. In accordance with DFARS clause 252.211-7007 (revised Aug 2012), the contractor shall ensure applicable Government Furnished Property (GFP) is identified in the DoD Item Unique Identification (IUID) Registry and its integral GFP Module. After a contractor takes possession of GFP, the contractor shall designate the item as GFP in the IUID Registry. If the item cannot be found in the IUID registry, the contractor shall enter the item. When GFP is returned to the government at the completion of the contract/task order, the contractor shall update the IUID registry Custody status. If the GFP item is consumed, destroyed, scrapped, lost, or abandoned during the contract/TO performance, the contractor shall update the item's status and annotate that it has been disposed.

11.2.3.1 **IUID Reporting Criteria.** Per DFARS 252.211-7003/7007, the contractor shall ensure GFP acquired items that are serialized regardless of unit acquisition cost are subject to Item Unique Identification (IUID) Registry Requirements. Contractor shall verify with government if questionable GFP items that are non-serialized or have an acquisition cost less than \$5,000 require an item unique identification or a DoD recognized unique identification equivalent. Exceptions to IUID requirements will be determined by the government.

11.2.3.2 **Exception to IUID Reporting Criteria.** As cited in 245.102, CAP is one of the listed GFP items that do not required to be tagged, labeled, or marked as GFP; however, if any CAP is returned to the government, the contractor shall appropriately tag it and enter it into the IUID registry or other specified government inventory system.

11.2.4 Government Property Records

In accordance with FAR 52.245-1, contractors and any subcontractors if applicable shall be responsible for establishing and maintaining records of Government Property in their possession – this includes GFP and CAP. For GFP only, the contractor shall ensure that items designated as Special Tooling (ST) and Special Test Equipment (STE) are correctly annotate in the SPAWAR approved GFP central Automated Information System (AIS). The contractor shall work with the COR and designated contract Property Administrator to maintain adequate GFP records which shall be forwarded as required to SSC Atlantic functional mailbox for tracking and centralization. The GFP and CAP records shall contain at a minimum the data elements as described in FAR 52.245-1 and shall be submitted for review as part of the TO status report (CDRL A008).

11.2.5 CAP Warranty Tracking

Contractors shall track purchasing of all CAP internally within their inventory system. In accordance with DFARS 252.246-7006, contractors shall track warranty information for all CAP items serialized with an UIID in the WAWF as specified in PWS Para 3.34.3. Contractor records are subject to Government review at any time.

11.3 TRANSFERRING ACCOUNTABILITY

Government property cannot be transferred between contracts or task orders unless approval is obtained from the Contracting Officer, proper identification/tracking is maintained, and modifications are issued to both affected contracts/task orders. Contractor shall ensure they have all necessary documentation required for authorized transfer of property from one contract/task order to another. Transfer documentation shall specify the type, quantity and acquisition cost of each item being transferred. For CAP that is transferred to another contract/task order, the items shall be considered GFP when retained by a contractor for continued use.

11.4 LOST OR DAMAGED ITEMS

Contractor shall promptly report to the COR and Contracting Officer all lost and/or damaged government property. The requirements and procedures for reporting loss Government Property are specified in DFARS clause 252.245-7002.

11.5 INVENTORY DISPOSITION

When disposition instructions for GFP are contained in the accountable contract or on the supporting shipping documents (DD Form 1149), the contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the designated contract Property Administrator.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149), an excess inventory listing is required that identifies GFP and, under cost reimbursement contracts, CAP. This list shall be submitted to the PCO, via the designated contract Property Administrator, at which time disposition instructions will be provided.

When GFP and CAP are specific to a single task order, a final inventory reporting list shall be included in the TO Closeout Report (CDRL A009). At the time of the contractor's regular annual inventory, the contractor will provide the PCO, via the assigned Property Administrator, a copy of the physical inventory listing. All contractor personnel shall be responsible for following the company's internal inventory management procedures and correcting any problems noted by the government property administrator.

11.6 PERFORMANCE EVALUATION

Non-compliance with the contract's Government Property terms and conditions shall negatively affect the contractor's annual Contractor Performance Assessment Reporting System (CPARS) rating.

12.0 SAFETY ISSUES

12.1 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

The contractor shall be responsible for ensuring the safety of all company employees, other working personnel, and Government property. The contractor is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting applicable standards, OSHA Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore), and for the protection, safety and health of their employees and any subcontractors assigned to the respective task orders under this contract. Without government assistance, the contractor shall make certain that all safety requirements are met, safety equipment is provided, and safety procedures are documented as part of their quality management system.

12.1.1 Performance at government facilities

In addition to complying to clause 5252.223-9200 Occupational Safety and Health Requirements, the contractor shall immediately report any accidents involving government or contractor personnel injuries or property/equipment damage to the contracting officer and COR. Additionally, the contractor is responsible for securing the scene and impounding evidence/wreckage until released by the contracting officer.

12.2 SAFETY EQUIPMENT

All personnel safety equipment required to perform work under this contract shall be provided by the contractor and must be in satisfactory working order. Personal safety equipment shall include, but not be limited to -- hard-hats, safety shoes, safety gloves, goggles, hearing protection, non-flammable clothing for hot work personnel, gas/oxygen detectors for confined spaces, face shields, and other types of safety equipment required to assure a safe work environment and compliance with applicable federal, state and local safety regulations.

12.3 SAFETY TRAINING

The contractor shall be responsible to train all personnel that require safety training. Specifically, where contractors are performing work at Navy shore installations, that requires entering manholes or underground services utility the contractor shall provide a qualified person as required in 29 CFR 1910 or 29 CFR 1926 or as recommended by the National Institute for Occupational Safety and Health (NIOSH) Criteria Document for Confined Spaces. Also, when

contractors are required to scale a tower, all applicable personnel shall have Secondary Fall Protection and Prevention training.

13.0 TRAVEL

13.1 LOCATIONS

Travel locations and place of performance shall be specified at task order level. Depending on the locations cited at the task order level, additional requirements and/or clauses shall be applicable. The contractor shall be the responsible for meeting all travel requirements and clauses prior to task order award.

13.2 OCONUS IMMUNIZATION REQUIREMENTS

As specified in each task order, the contractor shall be required to travel to locations outside the Continental limits of the United States (OCONUS) both shore and afloat. Contractor employees who deploy to locations that require immunizations shall do so in accordance with Department of Defense Instruction (DoDI) 6205.4, Department of the Navy (DON), and Space and Naval Warfare Systems Center Atlantic Instruction (SPAWARSYSCENLANTINST) 12910.1.

13.3 LETTER OF AUTHORIZATION

Some travel shall require a Letter of Authorization (LOA). As noted in DFARS PGI 225.7402-3(e), a LOA is necessary to enable a contractor employee to process through a deployment processing center; to travel to, from, and within a theater of operations; and to identify any additional authorizations and privileges. As required by task order, the contractor shall initiate a LOA for each prospective traveler. The contractor shall use the Synchronized Pre-deployment & Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain data with respect to traveling/deployed personnel, and to generate LOAs. When necessary and if in the Government's interest, the contractor may also initiate a LOA request to provide an official traveler access to Government facilities and to take advantage of travel discount rates in accordance with Government contracts and/or agreements. All privileges, services, and travel rate discount access are subject to availability and vendor acceptance. LOAs shall be signed/approved by the SPOT registered Contracting/Ordering Officer for the applicable contract/task order.

Note for travel to Iraq: The only acceptable LOAs for work performed in Iraq are in support of Office of Security Cooperation - Iraq (OSC-I) or the Dept. of State (DoS). Support in reference to U.S. Forces Iraq (USF-I) is not longer valid beyond Dec 2011.

13.4 SPECIFIED MISSION DESTINATIONS

As specified in each task order, the contractor shall be required to travel to locations designated as Specified Mission Destinations which are listed in the latest SSC Atlantic OCONUS Travel Guide portal (latest link to be provided at contract and task order award). In accordance with DoDI 3020.41 and SPAWARSYSCENLANTINST 12910.1A, work to be performed at Specified Mission Destinations is subject to all relevant contract clauses, as well as the requirements set forth in the aforementioned guide. The contractor shall be able to meet all clause and guide requirements 35 days prior to travel within the applicable specified destinations. When deployment to a Specified Mission Destination is required, the contractor shall be responsible for processing applicable deployment packages for its personnel in accordance with the SSC Atlantic OCONUS Travel Guide portal. Note: The portal is NOT the authoritative source, as it is only a guide. The contractor shall be responsibility to know and understand travel requirements as identified by the Combatant Command (COCOM) and applicable country. Commencing no later

than seven (7) days after task order award requiring travel to specified mission destination(s), the contractor shall submit all required OCONUS Deployment Documentation and Package (CDRL A018) to the task order technical POC and/or Command Travel/Deployment Coordinator.

13.5 THEATER BUSINESS CLEARANCE (TBC) SPECIAL REQUIREMENTS

Contractors required to travel to Iraq and/or Afghanistan shall conform to CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) (formerly known as JCC-I/A) Special Requirements for those listed locations which are within the USCENCOM area of responsibility.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9200 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 1 involves access to and handling of classified material up to and including TOP SECRET.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer, Code 83000, SPAWARSYSCEN Atlantic, P.O. Box 190022, N. Charleston, SC 29419-9022.

5252.216-9217 DELIVERY/TASK ORDER PROCEDURES (AUG 2011) ALT III

Fixed-Price-Incentive (Firm Target), Firm-Fixed-Price and Cost-Plus-Fixed-Fee with level of effort (term) and completion type orders may be issued under this contract. Each delivery or task order will include the order type deemed appropriate by the Government.

(a) *Procedures*. If none of the factors listed in FAR 16.505(b)(2) apply, the following procedures shall be used to ensure fair opportunity is given to all contractors to be considered for each delivery/task order in excess of \$3,000.

(1) The Ordering Officer will email the Request for Proposals to the contract holders. The RFP will include:

- (A) The SOO, SOW or PWS
- (B) The QASP
- (C) The CDRLs (if applicable)
- (D) Terms and Conditions
- (E) Evaluation Criteria
- (F) Proposal Submittal Instructions

(2) Evaluation Criteria may consist of a combination of the following factors:

- (A) The SOW or the PWS, including technical approach, based on the Gov't SOO
- (B) Experience performing work, technical experience/knowledge, approach
- (C) Past Performance on similar work (including cost control)
- (D) Utilization of Small Businesses.
- (E) Cost must be one of the factors and may be the only factor.
- (F) Oral Presentations

(3) Contractors may email questions or concerns to the Ordering Officer regarding the RFP (telephoned questions will not be accepted). All questions received within the time constraints specified, answers, and clarifications will be distributed to all contractors at the same.

(4) Offers will be evaluated in accordance with the applicable evaluation criteria.

(5) Under a multiple award scenario the combined level of effort for all contracts awarded is **equivalent to the level of effort set forth in the solicitation**. The orders placed on each of the contracts shall be tracked by the Contracting Officer.

(6) In order to track past performance on the contract, a performance report, based on the contract QASP, shall be completed by the Government PE or COR responsible for the task order at the completion of each delivery/task order.

(7) The cost estimate shall contain the following documentation to enable the Ordering Officer to make a determination of price reasonableness:

(i) Direct labor, including labor categories, hours, rates and total.

(ii) Indirect Rates.

(iii) Other Direct Costs (ODCs).

(A) Travel proposed costs must be fully documented in accordance with the Joint Travel Regulation (JTR) including destination, number of people, number of days, airfare, per diem, car rental and other charges.

(B) Material exceeding a unit price of \$3,000 must be itemized. All other materials need only a total cost.

(C) Equipment must be identified as Information Technology (IT) or non-IT. All IT equipment must be itemized. Non-IT equipment exceeding a unit price of \$3,000 must be itemized. All other equipment not identified above needs only a total cost.

(D) Other, as required by the proposed task/delivery order.

(iv) Subcontractors. Subcontractors need only submit total cost with labor categories and

hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(v) Consultants. Consultants need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.

(vi) Other Information.

(A) A statement that the cost estimate is based upon either a completion or level of effort task and the anticipated duration of the delivery/task order. (applies to CPFF only)

(B) For Small Business and 8(a) set-asides, the contractor shall state that they are in compliance with the FAR 52.219-14 clause.

(vii) Fee or profit rate as specified in basic contract.

(viii) Payment Terms (milestones or otherwise) (may not apply to FPI).

(ix) Any backup documentation not provided when you submit your cost estimate may be requested later by the Ordering Officer.

(8) (i) Once the Ordering Officer has reviewed and accepted the contractor's cost estimate, a DD Form

1155 will be executed by the Contracting Officer/Ordering Officer and sent to the contractor as notice to begin work. Award decision may be based 'best value', 'low price technically acceptable', or 'low price' as set forth in the solicitation. The contractor is cautioned that no work is to be started prior to receipt of a properly signed and executed DD Form 1155, Order for Supplies/Services. If the cost estimate is insufficient or discussions are needed, the Ordering Officer will contact the contractor to negotiate requirements.

(ii) If a prime contractor is unable or otherwise cannot perform a requirement, a NO BID must be made to the task order proposal request. All NO BIDs shall include a brief statement as to why the prime contractor has elected to forego the opportunity (e.g., Conflict of Interest, etc.). The NO BID may be a simple e-mail message addressed to the Ordering Officer.

(iii) Upon award, the unsuccessful offerors shall be notified by e-mail and provided a debrief of their Proposal upon a timely request. No requests for face-to-face meetings shall be accommodated.

(9)(i) Pursuant to the clause at 252.216-7006, Ordering, incorporated into this contract in Section I, the Government may issue orders orally, by facsimile, or by electronic commerce methods including, but not limited to, sending the orders by e-mail to the contractor.

(ii) Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on DD Form 1155 within ten working days. Oral orders placed under this contract shall not exceed the total contract value. If emergency circumstances present urgent requirements which do not permit competition, awards will be issued using the exception to the fair opportunity process in accordance with FAR 16.505(b)(2)(i).

(b) Content and Effect.

(1) Each delivery/task order shall include the following as applicable to the order:

- (i) Effective date of order
- (ii) Contract and delivery/task order numbers
- (iii) Description of services to be performed
- (iv) Description of end item(s) to be delivered
- (v) Delivery or period of performance
- (vi) Place of delivery or performance
- (vii) Accounting and appropriation data
- (viii) List of Government-furnished material property and the estimated value thereof
- (ix) Type of delivery/task order (i.e., FPI, FFP or CPFF completion or term)
- (x) Estimated hours (provided for information only on CPFF completion-type orders)
- (xi) Estimated cost, fee or price (CPFF only)
- (xii) Total price (FFP only)
- (xiii) Target cost, target price, ceiling price and incentive ratio (FPI only)
- (xiv) Other information as appropriate (e.g., Government Furnished Property, material, or facilities to be made available for performance of the order; safety requirements; security requirements set forth on DD Form 254; data requirements set forth on DD Form 1423; etc.).

(c) Maintenance of Records. The contractor shall maintain the following cost records under this contract as a minimum:

- (1) Records for each delivery/task order, indicating the number of hours of direct labor performed, segregated to the individual employee performing the work,
- (2) Records for each individual employee, identifying direct labor performed and segregated as to delivery/task order for which performed, and
- (3) Records of all direct non-labor costs, allocated to individual delivery/task order.
- (4) Nothing herein shall be deemed to excuse the contractor from maintaining records required by other provisions of this contract.

(d) Contractor Notification.

- (1) The contractor is responsible for immediately notifying the Ordering Officer/Administrator of any difficulties in performing in accordance with the terms of the order.
- (2) Each delivery or task order under a cost reimbursement contract is deemed to include the FAR 52.232-20 "Limitation of Cost" or the FAR 52.232-22 "Limitation of Funds" clause, whichever is applicable.
- (3) Each CPFF type delivery or task order shall be treated, for purposes of payment and expenditure ceilings, as an independent document, thus the ceiling established therein shall not be exceeded. Accordingly, the contractor will not be obligated to continue performance beyond the point at which the delivery/task order funds are consumed, nor will the Government be obligated to reimburse the contractor for any costs allocable to a delivery/task order beyond those provided in the order. Should a task not be completed due to an exhaustion of available funds, the Government may elect to modify the order to provide the additional funding, or it may direct delivery of all work in progress thereunder. Such delivery shall be affected at no additional cost to the Government.

(e) Modification of Delivery/Task Orders. Delivery/Task orders may be modified by the Ordering Officer.

Modifications to delivery/task orders shall include the information set forth in paragraph (b) above, as applicable.

Delivery or task orders may be modified orally by the ordering officers in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within ten working days from the time of the oral communication modifying the order. The contractor shall acknowledge receipt of any delivery or task order within one working day after receipt thereof.

(f) *Ceiling Price*. The cost-plus-fixed-fee, fixed-price-incentive (Firm Target), firm-fixed price amount for each delivery/task order will be the ceiling price stated therein and may not be increased except when authorized by a modification to the delivery/task order.

(g) *Unilateral Orders*. Delivery or task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the “Disputes” clause.

(h) *Fair Opportunity*. Unless an exception applies, fair opportunity in accordance with DFARS 216.505-70 (b) will be given to all awardees. If an exception to fair opportunity exists, sole source task orders may be issued. All proposals in response to an RFP, issued under an exception to fair opportunity, shall be in accordance with the procedure established herein and the task order RFP.

5252.222-9200 WORKWEEK (APR 2012)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SSC Atlantic is 0730 to 1600 (local time) Monday through Friday. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

| <u>Name of Holiday</u> | <u>Time of Observance</u> |
|----------------------------|---------------------------|
| New Year's Day | 1 January |
| Martin Luther King Jr. Day | Third Monday in January |

| | |
|------------------|-----------------------------|
| President's Day | Third Monday in February |
| Memorial Day | Last Monday in May |
| Independence Day | 4 July |
| Labor Day | First Monday in September |
| Columbus Day | Second Monday in October |
| Veteran's Day | 11 November |
| Thanksgiving Day | Fourth Thursday in November |
| Christmas Day | 25 December |

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

(e) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

5252.223-9200 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS (NOV 2008)

(a) If performance of any work under this contract is required at an SSC Atlantic facility, the Contractor shall contact the Safety and Environmental Office, Code 83510, (843) 218-4008 / 4009 prior to performance of ANY work under this contract. *The purpose of contacting the Safety and Environmental Office is to obtain and become familiar with any local safety regulations or instructions and to inform the local Safety Officer of any work taking place on base.* **Safety and Occupational Health personnel cannot assume a regulatory role relative to oversight of the contractor safety activities and performance except in an imminent danger situation. Administrative oversight of contractors is the primary responsibility of the Contracting Officer and/or the Contracting Officer's designated representative.**

(b) Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal and/or Navy regulations protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.

(c) Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (i) wear appropriate safety equipment and clothing, (ii) are familiar with all relevant emergency procedures should an accident occur, and (iii) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the SSC Atlantic facilities where work is performed.

5252.228-9200 LIABILITY INSURANCE--FIXED PRICE CONTRACTS (OCT 2001)

(a) The following types of insurance are required in accordance with the FAR 52.228-5 "Insurance--Work on a Government Installation" clause and shall be maintained in the minimum amounts shown:

(1) Workers' compensation and employers' liability: minimum of \$100,000

(2) Comprehensive general liability: \$500,000 per occurrence

(3) Automobile liability: \$200,000 per person

\$500,000 per occurrence

\$ 20,000 per occurrence for property damage

(b) Upon notification of contract award, the contractor shall furnish to the Contracting Officer, as required by paragraph (b) of the FAR 52.228-5 "Insurance--Work on a Government Installation" clause, a certificate or written statement of insurance prior to commencement of work under this contract. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

5252.228-9201 LIABILITY INSURANCE--COST TYPE CONTRACTS (OCT 2001)

(a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

(1) Workers' compensation and employers' liability: minimum of \$100,000

(2) Comprehensive general liability: \$500,000 per occurrence

(3) Automobile liability: \$200,000 per person

\$500,000 per occurrence

\$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

5252.237-9600 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any persons performing under the contract, the burden of proof to sustain that the persons is qualified as prescribed herein shall be upon the contractor.

(d) The Contractor must have personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

1. **Program Manager**

Education: Bachelor's degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business.

Experience: Fifteen (15) years of technical experience in support of C5ISR requirements, to include: Equipment Support, System Support, and Programmatic Support. Eight (8) years of Program Management experience, to include: Technology Assessments, Systems Design, Systems Analysis, Programmatic Support, Acquisition Planning, and Budget Planning. Five (5) years as manager of task_* specific project. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures. Note: Experience may be concurrent.

2. **Project Manager**

Education: BS degree in Engineering, Physical Sciences, Mathematics, or Management Information Systems.

Experience: Ten (10) years of direct work experience with C5ISR requirements. Eight (8) years of direct work experience, to include: Design, Development, Production, Installation, and Test & Evaluation of relevant technical field. Four (4) years as manager of task_* specific project, to include: Supervising Project Personnel, Scheduling Work, Writing Proposals and Preparing Bids, and Equipment and Material Logistics Control. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures. Note: Experience may be concurrent.

3. **Engineer/Scientist 5**

Education: BS degree in Engineering or Physical Science.

Software Engineer only: Completed the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Fifteen (15) years of experience to include: Technology Analysis and Assessment, Design Definition, Development of Systems Specification, Systems Analysis, Systems Architecture, Systems/Equipment Integration,

Test & Evaluation Criteria, and Logistics support of C5ISR requirements. Recognized as an expert of task_* specific project. Note: Experience may be concurrent.

4. Engineer/Scientist 4

Education: BS degree in Engineering or Physical Science.

Software Engineer only: Working towards the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Ten (10) years of experience with to include: Technology Analysis and Assessment, Design Definition, Development of Systems Specification, Systems Analysis, Systems Architecture, Systems/Equipment Integration, Test & Evaluation Criteria, and Logistics support of C5ISR requirements. Five (5) years of technical experience in support of task_* specific project. Note: Experience may be concurrent.

5. Engineer/Scientist 3

Education: BS degree in Engineering or Physical Science.

Software Engineer only: Working towards the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Six (6) years of experience to include: Systems Analysis, Systems Architecture, Systems/Equipment Support, Test and Evaluation, and Logistics support of C5ISR requirements. Three (3) years of technical experience in support of task_* specific project. Note: Experience may be concurrent.

6. Engineer/Scientist 2

Education: BS degree in Engineering or Physical Science.

Software Engineer only: Working towards the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft

Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Three (3) years of experience to include: Systems/Equipment Support, and Test and Evaluation support of C5ISR requirements. One (1) year of technical experience in support of task_* specific project. Note: Experience may be concurrent.

7. Engineer/Scientist 1

Education: BS degree in Engineering or Physical Science.

Software Engineer only: Working towards the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: One (1) year of experience to include: Systems/Equipment Support, and Test & Evaluation support of C5ISR requirements.

8. Junior Engineer/Scientist

Education: BS degree in Engineering or Physical Science.

Experience: None.

9. Logistician 5

Education: Bachelor's degree. Professional Logistics Certification – i.e., Defense Acquisition Workforce Improvement Act (DAWIA) certified in Lifecycle [Acquisition] Logistics Level 3, or have equivalent logistics training (resume to specify all equivalent training), or possess an additional five (5) years working in direct support of defense life-cycle logistics.

Experience: Fifteen (15) years of experience in defense life-cycle (acquisition) logistics support (or 20 years if not DAWIA Level 3 certified) of electronic systems, to include: logistics management, principles, practices, and processes. Eight (8) years of experience in support of C5ISR systems. Demonstrated management skills, to include: Analyzing Contracts, Analyzing System Design Specifications, Analyzing Engineering/Systems Management Data, Developing Logistics Plans and Procedures, and Developing Logistics Management Plans and Guidelines. Experience supervising Logistics Specialists. Note: Experience may be concurrent.

10. Logistician 4

Education: Bachelor's degree. Professional Logistics Certification – i.e., Defense Acquisition Workforce Improvement Act (DAWIA) certified in Lifecycle [Acquisition] Logistics Level 2, or have equivalent logistics training (resume to specify all equivalent training), or possess an additional three (3) years working in direct support of defense life-cycle logistics.

Experience: Ten (10) years of experience in defense life-cycle (acquisition) logistics support (or 13 years if not DAWIA Level 2 certified) of electronic systems, to include: logistics management, principles, practices, and processes. Six (6) years of experience in support of C5ISR systems. Demonstrated management skills, to include: Analyzing Contracts, Analyzing System Design Specifications, Analyzing Engineering/Systems Management Data, Developing Logistics Plans and Procedures, and Developing Logistics Management Plans and Guidelines. Experience supervising Logistics Specialists. Note: Experience may be concurrent.

11. Logistician 3

Education: Bachelor's degree. Professional Logistics Certification – i.e., Defense Acquisition Workforce Improvement Act (DAWIA) certified in Lifecycle [Acquisition] Logistics Level 1, or have equivalent logistics training (resume to specify all equivalent training), or possess an additional two (2) years working in direct support of defense life-cycle logistics.

Experience: Six (6) years of experience in defense life-cycle (acquisition) logistics support (or 8 years if not DAWIA Level 1 certified) of electronic systems, to include: logistics management, principles, practices, and processes. Four (4) years of experience in support of C5ISR systems. Demonstrated skills, to include: Analyzing Engineering/Systems Management Data, Developing Logistics Plans and Procedures, and Developing Logistics Management Plans and Guidelines. Note: Experience may be concurrent.

12. Logistician 2

Education: Bachelor's degree. Working towards Professional Logistics Certification – i.e., Defense Acquisition Workforce Improvement Act (DAWIA) in Lifecycle [Acquisition] Logistics Level 1, or have equivalent logistics training (resume to specify all equivalent training), or possess an additional one (1) year working in direct support of defense life-cycle logistics.

Experience: Three (3) years of experience in defense life-cycle (acquisition) logistics support of electronic systems, to include: logistics principles, practices, and processes. One (1) year of experience in support of C5ISR systems. Demonstrated skills, to include: Analyzing Engineering/Systems Management Data, and Developing Logistics Plans and Procedures. Note: Experience may be concurrent.

13. Logistician 1

Education: Bachelor's degree.

Experience: One (1) year of experience in defense life-cycle (acquisition) logistics support of electronic systems, to include: logistics principles, practices, and processes.

14. Junior Logistician

Education: Bachelor's degree in Engineering, Mathematics, Business, or Management Information Systems.

Experience: None.

15. Junior Management Analyst

Education: Bachelor's degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business.

Experience: None.

16. Management Analyst 1

Education: Bachelor's degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business.

Experience: One (1) year of Contract Management experience, to include: Development of Program Acquisition Documentation, Data Collection and Analysis. Familiarity with Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

17. Management Analyst 2

Education: Bachelor's degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business.

Experience: Two (2) years of Contract Management experience, to include: Development of Program Acquisition Documentation, Data Collection and Analysis, Development of Cost Estimates, and Development of Program Status Reports. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

18. Management Analyst 3

Education: Bachelor's degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business.

Experience: Six (6) years of Contract Management experience, to include: Development of Program Acquisition Documentation, Development of Testing Criteria, Development of Corrective Action Systems, Development of Program Monitoring Approach (e.g. PERT, CPM, EVM), Analysis of Programs Health, Data Collection and Analysis, Development of Cost Estimates, and Development of Program Status Reports. Comprehensive knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

19. Management Consultant

Education: Bachelor's degree in Business, Organizational Development, Education, Engineering, Physical Science or business related specialty.

Experience: Ten (10) years of Strategic Business Management experience to include: Development of Corporate Strategic Plans, Development of Organizational Performance Management Plans, Development of Organization Governance Structures, Guiding significant organizational change management efforts.

20. Management Consultant (Senior)

Education: Bachelor's degree in Business, Organizational Development, Education, Engineering, Physical Science or business related specialty.

Experience: Twenty (20) years of Strategic Business Management experience to include: Development of Corporate Strategic Plans, Development of Organizational Performance Management Plans, Development of Organization Governance Structures, Guiding significant organizational change management efforts. At least three years of business experience at the executive level.

21. Technical Analyst 1

Education: BS degree in Engineering, Physical Sciences, or Mathematics.

Experience: One (1) year of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking.

22. Technical Analyst 2

Education: BS degree in Engineering, Physical Sciences, or Mathematics.

Experience: Three (3) years of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking.

23. Technical Analyst 3

Education: BS degree in Engineering, Physical Sciences, or Mathematics.

Experience: Six (6) years of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking.

24. Technical Analyst 4

Education: BS degree in Engineering, Physical Sciences, or Mathematics.

Experience: Ten (10) years of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking.

25. Intelligence Specialist

Education: Bachelor's degree.

Experience: Ten (10) years of "Intelligence" operational experience, to include: C5ISR, remote sensing, arms certification, and "Intelligence" collection management.

26. Operations Specialist

Education: Bachelor's degree.

Experience: Ten (10) years of operational experience, to include: knowledge of friendly forces and adversary's CONOPS, tactics, threat capabilities, targeting priorities, sensor/collection techniques, targeting priorities, and planning and conducting operations analysis.

27. Operations Specialist (Senior)

Education: Bachelor's Degree.

Experience: Twenty (20) years of operational experience, to include: knowledge of friendly forces and adversary's CONOPS, tactics, threat capabilities, targeting priorities, sensor/collection techniques, targeting priorities, planning

or conducting operations analysis. Three (3) years of operational experience at executive level. Note: Experience may be concurrent.

28. Safety Specialist 1

Education: Associate's Degree.

Experience: One (1) year of experience working with safety principles/practices/ procedures.

29. Safety Specialist 2

Education: Associate's Degree.

Experience: Three (3) years of experience working with safety principles/practices/ procedures, and occupational health policies/programs/practices.

30. Safety Specialist 3

Education: Bachelor's degree.

Experience: Six (6) years of experience, to include: knowledge of Occupational Safety and Health Administration (OSHA) rules and regulations, safety principles/practices/procedures, and occupational health policies/programs/practices.

31. Safety Specialist 4

Education: Bachelor's degree in a Technical or Physical Science field.

Experience: Ten (10) years of experience, to include: comprehensive knowledge of Occupational Safety and Health Administration (OSHA) rules and regulations, safety principles/practices/procedures, and occupational health policies/programs/practices.

32. Security Specialist 1

Education: Associate's Degree.

Experience: One (1) year of experience, to include: applicable security discipline principles, practices, and procedures.

33. Security Specialist 2

Education: Associate's Degree. Completed applicable discipline Certification (e.g. DISCO certification for Infosec Security Specialist) within one (1) year of assuming duties.

Experience: Three (3) years of experience, to include: applicable security discipline principles, practices, and procedures.

34. Security Specialist 3

Education: Bachelor's degree. Completed applicable discipline Certification (e.g. DISCO certification for Infosec Security Specialist) within one (1) year of assuming duties.

Experience: Six (6) years of experience, to include: applicable security discipline principles, practices, and procedures.

35. Security Specialist 4

Education: Bachelor's degree. Applicable Discipline Certification (e.g. DISCO certification for Infosec Security Specialist).

Experience: Ten (10) years of experience, to include: applicable security discipline principles, practices, and procedures.

36. Training Specialist 1

Education: Bachelor's degree in Education, English, or Psychology. Working towards Training Certification.

Experience: Three (3) years of experience in the training development environment.

37. Training Specialist 2

Education: Bachelor's degree in Education, English, or Psychology. Working towards Training Certification.

Experience: Five (5) years of experience in task* specific area, to include: establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process.

38. Training Specialist 3

Education: Bachelor's degree in Education, English, or Psychology. Training Certification.

Experience: Ten (10) years of experience in task* specific area, to include: establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process.

39. Training Specialist 4

Education: Bachelor's degree in Education, English, or Psychology. Training Certification.

Experience: Fifteen (15) years of experience in task* specific area, to include: establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process.

40. Technical Writer/Editor 1

Education: BA degree in English, Journalism, or Technical Writing.

Experience: Three (3) years of experience to include: writing technical documentation, procedures and guidelines for C5ISR systems or equipment.

41. Technical Writer/Editor 2

Education: BA degree in English, Journalism, or Technical Writing.

Experience: Five (5) years of experience in to include: writing technical documentation, procedures and guidelines for C5ISR systems or equipment.

42. Technical Writer/Editor 3

Education: BA degree in English, Journalism, or Technical Writing.

Experience: Ten (10) years of experience to include: writing/editing technical documentation, procedures and guidelines for C5ISR systems or equipment.

43. Technical Writer/Editor 4

Education: BA degree in English, Journalism, or Technical Writing.

Experience: Fifteen (15) years of experience to include: writing/editing technical documentation, procedures and guidelines for C5ISR systems or equipment.

44. Subject Matter Expert (SME) 1

Education: Technical Training in relevant C5ISR field.

Experience: Eight (8) years of hands-on experience with task* specific project, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in relevant technical field*.

45. Subject Matter Expert (SME) 2

Education: Technical Training in relevant C5ISR field.

Experience: Ten (10) years of hands-on experience with task* specific project, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in relevant technical field*.

46. Subject Matter Expert (SME) 3

Education: Technical Training in relevant C5ISR field.

Experience: Twelve (12) years of hands-on experience with task* specific project, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in relevant technical field*.

47. Subject Matter Expert (SME) 4

Education: Technical Training in relevant technical field.

Experience: Fifteen (15) years of hands-on experience with task* specific project, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in relevant technical field*.

48. Subject Matter Expert (SME) 5

Education: Technical Training in relevant technical field.

Experience: Eighteen (18) years of hands-on experience with task_* specific project, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in relevant technical field_.

49. Management and Program Technician 1

Education: High School diploma or GED.

Experience: Three (3) years of direct work experience with the use of advanced information technology to develop and/or integrate complex data, to include: requirements analysis; project management procedures including out year budgeting for programs involving OMN, FMS, OPN, SCN, and RDT&E monies; development of contract schedules, out year planning and POM budgets, compliance planning and program planning. Must have knowledge of DoD standards and regulations like the FAR, DFAR, OPM requirements, and other business related regulations.

50. Management and Program Technician 2

Education: High School diploma or GED.

Experience: Six (6) years of direct work experience with the use of advanced information technology to develop and/or integrate complex data, to include: requirements analysis; project management procedures including out year budgeting for programs involving OMN, FMS, OPN, SCN, and RDT&E monies; development of contract schedules, out year planning and POM budgets, compliance planning and program planning. Must have knowledge of DoD standards and regulations like the FAR, DFAR, OPM requirements, and other business related regulations.

51. Management and Program Technician 3

Education: High School diploma or GED.

Experience: Ten (10) years of direct work experience with the use of advanced information technology to develop and/or integrate complex data, to include: requirements analysis; project management procedures including out year budgeting for programs involving OMN, FMS, OPN, SCN, and RDT&E monies; development of contract schedules, out year planning and POM budgets, compliance planning and program planning. Must have knowledge of DoD standards and regulations like the FAR, DFAR, OPM requirements, and other business related regulations.

52. Airfield Operations Specialists

Education: Graduate of an approved DoD/FAA Air Traffic Control (ATC) course OR aviation related experience as aircrew/dispatcher/flight follower with a part 121 or part 135 operator.

Experience: Two (2) years experience to include the following: Visual Flight Rules (VFR) traffic monitoring; knowledge of ATC rules, regulations, and techniques; receive and update helicopter positions reports; alert appropriate personnel for overdue aircraft reports; provide assistance to pilots with weather updates; update all flight following logs.

53. Weather Forecaster

Education: Graduate of an approved DoD course.

Experience: Ten (10) years of experience in weather forecasting and operational meteorology which includes at least three (3) years of experience in airport/airfield weather forecasting in support of an operational weather office.

54. Accounting Clerk I (SCA 01011)

Education: High School Diploma or GED.

Experience: One (1) year of clerical accounting experience. Knowledge of established and standardized bookkeeping and accounting procedures and techniques.

55. Accounting Clerk II (SCA 01012)

Education: High School Diploma or GED.

Experience: Two (2) years of clerical accounting experience to include: double entry bookkeeping, posting actions to journals, making debit/credit entries. Performing one (1) or more accounting tasks such as: verifying mathematical accuracy of accounting documents; examining and verifying clerical accuracy of various types of reports, lists, calculations, etc.; or making entries or adjustments to accounts. Demonstrated knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system. Knowledge and understanding of the terminology, codes, and processes used in automated accounting systems.

56. Accounting Clerk III (SCA 01013)

Education: Associate's degree in Business.

Experience: Two (2) years of clerical accounting experience, to include: maintaining journals or subsidiary ledgers of an accounting system and balancing/reconciling accounts. Performing one (1) or more accounting tasks such as:

verifying for internal consistency, completeness, and mathematical accuracy of accounting documents; examining and verifying clerical accuracy of various types of reports, lists, calculations, etc.; or making entries or adjustments to accounts. Demonstrated knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system. Knowledge and understanding of the terminology, codes, and processes used in automated accounting systems.

OR

Education: High School diploma or GED.

Experience: Four (4) years of clerical accounting experience, to include: maintaining journals or subsidiary ledgers of an accounting system and balancing/reconciling accounts. Performing one (1) or more accounting tasks such as: verifying for internal consistency, completeness, and mathematical accuracy of accounting documents; examining and verifying clerical accuracy of various types of reports, lists, calculations, etc.; or making entries or adjustments to accounts. Demonstrated knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system. Knowledge and understanding of the terminology, codes, and processes used in automated accounting systems.

57. Administrative Assistant (SCA 01020)

Education: Associate's Degree in Business or Computer Science.

Experience: Four (4) years of experience, to include: word processing, spreadsheet development, documenting management issues, financial analysis, data collection, report processing, brief preparation, read milestone schedules and send and receive emails. Two (2) years of work experience shall be within DoD. Note: Experience may be concurrent.

OR

Education: High School Diploma or GED.

Experience: Eight (8) years experience to include: word processing, spreadsheet development, documenting management issues, financial analysis, data collection, report processing, brief preparation, read milestone schedules and send and receive emails. Two (2) years of work experience shall be within DoD. Note: Experience may be concurrent.

58. Data Entry Operator I (SCA 01051)

Education: High School Diploma or GED.

Experience: Knowledge of computer equipment. Must be able to follow specific instructions and enter data in computer systems.

59. Data Entry Operator II (SCA 01052)

Education: High School Diploma or GED.

Experience: Two (2) years of experience, to include: operating a data entry device to record o verify a variety of standard, coded, or encoded business and statistical source data into a computer; searching, interpreting, and selecting coding items in accordance with.established procedures.

60. Dispatcher (SCA 01060)

Education: High School Diploma or GED.

Experience: Two (2) years of experience, to include: assigning drivers and vehicles to transport freight or passengers, coordinating drivers according to customer requests in compliance with DOT regulations and company rules, and entering assignment data in computer database.

61. General Clerk I (SCA 01111)

Education: High School Diploma or GED.

Experience: Three (3) months of general clerical experience. Knowledge of Microsoft Office Tools.

62. General Clerk II (SCA 01112)

Education: High School Diploma or GED.

Experience: Two (2) years of general clerical experience. Experience with Microsoft Office Tools.

OR

One (1) year of government or military experience in clerical functions. Experience with Microsoft Office Tools.

63. General Clerk III (SCA 01113)

Education: High School Diploma or GED.

Experience: Four (4) years of general experience in the clerical or administrative area. Experience with Microsoft Office Tools.

OR

Two (2) years of specialized government or military experience in clerical or administrative functions. Experience with Microsoft Office Tools.

64. Production Control Clerk (SCA 01270)

Education: High School Diploma or GED.

Experience: Two (2) years of experience, to include: logistics support for projects involving electronic/electrical repair and installation, ordering, acquisition, distribution of material, equipment, and resources; compiling and recording production data for government command to compare records regarding volume of production, consumption of material, quality control, and other aspects of production; performing any combination of the following duties: compiling and recording production data from such documents as customer orders, work tickets, product specifications, and individual worker production sheets, following prescribed recording procedures; calculating types and quantities of items produced, materials used, amount of scrap, frequency of defects, worker and department production rates; writing production reports based on data compiled, tabulated and computed, following prescribed formats; maintaining files of documents used and prepared; compiling production sheets or work tickets for use by production workers as guides in assembly or manufacture of products; preparing schedules based on established guidelines and priorities; compiling material inventory records and preparing requisitions for procurement of materials and supplies; charting production using charts, graphs, or pegboards, based on statistics compiled for reference by production and management personnel; sorting and distributing work tickets or material to workers; computing wages from employee time cards and post wage data on records used for preparation of payroll.

65. Secretary I (SCA 01311)

Education: High School Diploma or GED.

Experience: One (1) year of experience in the compilation of data/information for management use.

66. Secretary II (SCA 01312)

Education: High School Diploma or GED.

Experience: Two (2) years of experience in the compilation of data/information for management use.

67. Secretary III (SCA 01313)

Education: Associate's degree in business.

Experience: Two (2) years of secretarial experience, to include: developing and processing correspondence, preparing briefing and presentation materials, updating existing briefing materials, scheduling events and preparing itineraries, preparing and maintaining files, preparation of reports, and interface with activity personnel and customers.

OR

Education: High School diploma or GED.

Experience: Four (4) years of secretarial experience in a DoD/DoN environment, to include: developing and processing correspondence, preparing briefing and presentation materials, updating existing briefing materials, scheduling events and preparing itineraries, preparing and maintaining files, preparation of reports, and interface with activity personnel and customers.

68. Supply Technician (SCA 01410)

Education: High School diploma or GED.

Experience: Five (5) years of experience, to include: supervisory or warehouse lead at a DoD facility; financial management; logistics support for projects involving electronic/ electrical repair and installation, ordering, acquisition, distribution of material, equipment and resources.

69. Word Processor I (SCA 01611)

Education: High School Diploma or GED.

Experience: One (1) year of experience with Microsoft Word.

70. Word Processor II (SCA 01612)

Education: High School Diploma or GED.

Experience: Two (2) years of experience with Microsoft Word.

71. Word Processor III (SCA 01613)

Education: High School Diploma or GED.

Experience: Three (3) years of experience with Microsoft Word.

72. Radiator Repair Specialist (SCA 05340)

Education: High School Diploma or GED. EPA MVAC Technician Certification.

Experience: Two (2) years of experience working with vehicle cooling systems, to include: installation, maintenance, troubleshooting, and repair.

73. Illustrator I (SCA 13041)

Education: Associate's degree in Electronic Technology or Technical Drawing.

Experience: Two (2) years of practical experience in graphic arts and a demonstrated knowledge of graphic production equipment. Experience, to include: generating electrical / electronic drawings and diagrams utilizing AutoCAD 2000 or higher.

74. Illustrator II (SCA 13042)

Education: Associate's degree in Electronic Technology or Technical Drawing.

Experience: Four (4) years of practical experience in graphic arts and a demonstrated knowledge of graphic production equipment. One (1) year of the last two (2) years experience, to include: preparing electrical/electronics drawings in support of engineering functions using AUTOCAD 2000 or higher software tools.

75. Illustrator III (SCA 13043)

Education: Associate's degree in Electronic Technology or Technical Drawing.

Experience: Eight (8) years of drafting experience and complete familiarity with official drawing guidelines, specifications, and procedures. Six (6) years of experience, to include: utilizing AutoCAD 2000 or later Computer Aided Design (CAD) software. Six (6) years of experience developing Military specific drawing packages, to include: Ships Installation Drawings (SIDs), Ship Alterations (ShipAlts), Temporary Alterations (TempAlts), Installation Control Drawings (ICDs), Installation Design Packages (IDPs), Basic Electronic Systems Engineering Plans (BESEP's) or As-Built drawings. Note: Experience may be concurrent.

76. Computer Operator I (SCA 14041)

Education: High School diploma or GED.

Experience: One (1) year of practical experience in data entry and formatting via common productivity tools such as the Microsoft Office Suite. Capable of typing at a rate of 40 words per minute.

77. Computer Operator II (SCA 14042)

Education: High School diploma or GED.

Experience: Two (2) years of progressive experience in computer systems operations.

One (1) year of practical experience in data entry and formatting via common productivity tools such as the Microsoft Office Suite. Note: Experience may be concurrent. Capable of typing at a rate of 40 words per minute.

78. Computer Operator III (SCA 14043)

Education: High School diploma or GED.

Experience: Four (4) years of progressive experience in computer systems operations.

Three (3) years of practical experience in data entry and formatting via common productivity tools such as the Microsoft Office Suite. Note: Experience may be concurrent. Capable of typing at a rate of 40 words per minute.

79. Computer Operator IV (SCA 14044)

Education: High School diploma or GED.

Experience: Six (6) years of progressive experience in computer systems operations.

Five (5) years of practical experience in data entry and formatting via common productivity tools such as the Microsoft Office Suite. Note: Experience may be concurrent. Capable of typing at a rate of 40 words per minute.

80. Computer Operator V (SCA 14045)

Education: High School diploma or GED.

Experience: Eight (8) years of progressive experience in computer systems operations.

Six (6) years of practical experience in data entry and formatting via common productivity tools such as the Microsoft Office Suite. Note: Experience may be concurrent. Capable of typing at a rate of 40 words per minute.

81. Computer Programmer I (SCA 14071)

Education: High School diploma or GED. Working towards completing applicable vendor/platform certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: One (1) year of software programming experience.

82. Computer Programmer II (SCA 14072)

Education: High School diploma or GED. Working towards completing the following certifications: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Three (3) years of experience, to include: Software Design, and Development. One (1) year programming experience with task specific project programming languages. Note: Experience may be concurrent.

83. Computer Programmer III (SCA 14073)

Education: High School diploma or GED. Completed the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Six (6) years of experience, to include: Software Design, Development, and Test and Evaluation. Four (4) years of programming experience with task specific project programming languages. Three (3) years of experience, to include: Database development, Web page design, Computer Based Training development, and using .NET tools and .net Integrated Development Environment tools, asp.net, SQL Server 2000, and HTML editor tools. Note: Experience may be concurrent.

84. Computer Programmer IV (SCA 14074)

Education: High School diploma or GED. Completed the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g.,

Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Eight (8) years of experience, to include: software Design, Development, and Test and Evaluation. Five (5) years of programming experience with task specific project programming languages. Four (4) years of experience to include: Database development, Web page design, Computer Based Training, development and using .NET tools and .net Integrated Development Environment tools, asp.net, SQL Server 2000, and HTML editor tools. Note: Experience may be concurrent.

85. Computer System Analyst I (SCA 14101)

Education: High School diploma or GED. Working towards completing applicable vendor/platform certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: One (1) year of Computerized System experience, to include: Network Protocols, and UNIX and Windows based operating system.

86. Computer System Analyst II (SCA 14102)

Education: High School diploma or GED. Completed the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Three (3) years of task specific project Computerized System experience, to include: Test and Evaluation, Network Protocols, LAN administration fundamentals, and UNIX and Windows based operating system.

87. Computer System Analyst III (SCA 14103)

Education: High School diploma or GED. Completed the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Five (5) years of task specific project Computerized System experience, to include: Design, Development, Test and Evaluation, Network Protocols, LAN administration fundamentals, and UNIX and Windows based operating system.

88. Graphics Artist (SCA 15080)

Education: High School diploma or GED.

Experience: Two (2) years of experience developing graphic/artistic presentations.

One (1) year of specialized experience using commercial automated graphics systems, and desktop publishing systems. Note: Experience may be concurrent.

89. Technical Instructor (SCA 15090)

Education: High School Diploma or GED. Training Certification

Experience: Five (5) years of experience as instructor of task specific project or technology, to include: developing appropriate course material, hands on practical experience with techniques being taught, and researching latest technical discipline practices.

90. Technical Instructor/Course Developer (SCA 15095)

Education: High School Diploma or GED. Training Certification

Experience: Eight (8) years of experience in the task specific project or technology, to include: developing appropriate course material, hands on practical experience with techniques being taught, researching latest technical discipline practices, establishing training needs, developing goals and objectives, and developing training programs.

91. Machine – Tool Operator (SCA 19010)

Education: High School Diploma or GED. Completion of Machine-Tool Operator apprenticeship training program.

Experience: Six (6) years of experience, to include: specialist in one or more than one type of machine tool used to machine metal for use in shaping metal or nonmetallic material; planning and performing difficult machining operations which require complicated setups or a high degree of accuracy; determining proper feeds, speeds, tooling, and operation sequence.

92. Material Coordinator (SCA 21030)

Education: High School Diploma or GED.

Experience: Two (2) years of experience, to include: Coordinating and expediting flow of material, parts, and assemblies within or between various buildings in accordance with Facility Manager or Facility Staff Engineer(s) priorities. Reviewing production schedules and conferring with Facilities Staff to determine material requirements. Arranging transfer of materials to meet production schedules; examining material to verify type specified for current project; and computing amount of material needed for specific job orders. Compiling reports of quantity and type of material on hand and coordinating with Facility Staff for the repair and assembly/installation of facilities unique material.

93. Material Expediter (SCA 21040)

Education: High School diploma or GED.

Experience: Two (2) years of experience, to include: facilitating and expediting the flow of materials to and from various departments, dealing directly with vendors to ensure prompt and accurate delivery of goods to appropriate locations, and inspecting goods upon delivery to verify delivered goods match order specifications.

94. Material Handling Laborer (SCA 21050)

Education: High School diploma or GED.

Experience: None.

95. Shipping and Receiving Clerk (SCA 21130)

Education: High School diploma or GED.

Experience: Two (2) years of experience, to include: assembling orders and preparing goods for shipment; recording shipment data, including weight, charges, and space availability; receiving, unpacking materials/supplies and reporting damages and discrepancies for accounting, reimbursement and record-keeping purposes; and completing shipping and receiving reports.

96. Stock Clerk (SCA 21150)

Education: High School diploma or GED.

Experience: None, however, must have knowledge of commonly used concepts, practices, and procedures concerning stocking tasks such as: receipts, invoices, weights, updating of inventory, inspection, methods of storage, etc.

97. Warehouse Specialist (SCA 21410)

Education: High School diploma or GED.

Experience: Two (2) year of warehouse experience, to include: performing inventory, staging, packing, storage and shipping of electronic equipment and related material; operating motor vehicles and material handling equipment; and utilizing a computer-based inventory and bar coding system for entry, identification and tracking of material.

98. Electrician, Maintenance (SCA 23160)

Education: High School Diploma or GED. Must pass employer performance tests, standard governmental agencies certifications, and professional and technical association certifications.

Experience: Four (4) years of experience, to include: installation, maintenance, and repair of equipment for the generation, distribution or utilization of electric energy (e.g., generators, transformers, switchboards, controllers, circuit breakers, motors, heating units, conduit systems, etc), working from blueprints or drawings, troubleshooting electrical systems, and computations of working standards relating to load requirements of wiring or electrical equipment.

99. Electronics Technician I (SCA 23181)

Education: High School diploma or GED. Formal electronics training from: Technical School, or Class A or B military school in electronics or communications, or four (4) year electronics apprentice program. Formal electronics training, to include: Installation Tasks, Soldering, Cable Dressing, Cable Tray, Conduit, and Making/Repairing Connectors.

Experience: Two (2) years of practical experience, to include: electronics repair, maintenance and checkout.

100. Electronics Technician II (SCA 23182)

Education: High School diploma or GED. Formal electronics training from: Technical School, or Class A or B military school in electronics or communications, or four (4) year electronics apprentice program. Formal electronics training, to include: Installation Tasks, Soldering, Cable Dressing, Cable Tray, Conduit, and Making/Repairing Connectors.

Experience: Four (4) years of practical experience, to include: electronics repair, maintenance and checkout. One (1) year of practical experience in electronics installation. Note: Experience may be concurrent.

101. Electronics Technician III (SCA 23183)

Education: High School diploma or GED. Formal electronics training from: Technical School, or Class A or B military school in electronics or communications, or four (4) year electronics apprentice program. Formal electronics training, to include: Installation Tasks, Soldering, Cable Dressing, Cable Tray, Conduit, and Making/Repairing Connectors.

Experience: Eight (8) years of practical experience, to include: Electronics Repair, Maintenance, Installation and Checkout. Two (2) years of experience, to include: supervision, and shop practices. Three (3) years of practical experience, to include: electronics repair and installation, and six (6) years of experience with the task specific project. Note: Experience may be concurrent.

102. General Maintenance Worker (SCA 23370)

Education: High School diploma or GED.

Experience: Two (2) years of experience, to include: performing maintenance and repair of equipment and buildings requiring practical skills in such trades as painting, carpentry, plumbing, masonry, and electrical work.

103. Heating, Ventilation, and Air Conditioning Mechanic (SCA 23410)

Education: High School Diploma or GED. EPA MVAC Technician Certification.

Experience: Two (2) years of experience, to include: heating, ventilation, and air conditioning installations, and repairs in office buildings, or areas that require such services. Experience mounting compressor and condenser units by following blueprints or engineering specifications.

104. Heavy Equipment Operator (SCA 23440)

Education: High School Diploma or GED. Commercial Driver's License. Technical school certificate to operate the type of equipment assigned. Any special licenses or certifications needed to be able to operate the heavy equipment assigned (requirements vary from state to state). Personnel shall also be familiar with the OSHA regulations that apply to the type of work that they have been assigned.

Experience: Two (2) years of experience, to include: operating heavy equipment such as cranes, clamshells, power shovels, motor graders, heavy loaders, carryalls, bulldozers, rollers, scrapers, and large industrial tractors with pan or

scraper attachments; excavating, loading, or moving dirt, gravel, or other materials; reading and interpreting grades, slope stakes, and simple plans; greasing, adjusting and making emergency repairs to equipment.

105. Laborer (SCA 23470)

Education: High School Diploma or GED.

Experience: None. Shall perform tasks that require mainly physical abilities and effort involving little or no specialized skill. The following tasks are typical of this occupation: Loads and unloads trucks, and other conveyances; moves supplies and materials to proper location by wheelbarrows or hand trucks; stacks materials for storage or binning; collects refuse and salvable materials. Digs, fills, and tamps earth excavations; levels ground using pick, shovel, tamper and rake; shovels concrete and snow; cleans culverts and ditches; cuts trees and brush. A Laborer shall be able to move and arrange heavy pieces of electronic equipment, office furniture, and appliances; pull outdoor cable; climb structures; use heavy-duty tools; and if properly trained, operate light machinery and equipment.

106. Machinery Maintenance Mechanic (SCA 23530)

Education: High School Diploma or GED. Completion of Machinery Maintenance or Mechanic apprenticeship training program.

Experience: Four (4) years of experience, to include: repairs of machinery or mechanical equipment, diagnose source of trouble, performing repairs, ordering appropriate parts, preparing written specifications for major repairs.

107. Machinist, Maintenance (SCA 23550)

Education: High School diploma or GED. Formal apprenticeship as a machinist or have completed formal machinist training established by NIMS accredited training facilities.

Experience: Four (4) years of experience, to include: producing replacement parts while repairing mechanical equipment, using machinist's hand tools, shaping metal parts to close tolerances, making standard shop computations relating to dimensions of work (e.g., tooling, feeds, speeds of machining). Knowledge of working properties of common metals, and interpreting written instructions and specifications.

108. Maintenance Trades Helper (SCA 23580)

Education: High School diploma or GED. Completed a formal in-house training program that includes familiarization with installation skills (i.e., running cables, dressing cables, marking cables, operation of standard test equipment, etc.).

Experience: Two (2) years of practical experience in electronics installation, maintenance, and checkout.

109. Painter, Maintenance (SCA 23760)

Education: High School Diploma or GED.

Experience: One (1) year of experience, to include: fixing and painting walls, woodwork, and fixtures.

110. Pipefitter, Maintenance (SCA 23790)

Education: High School Diploma or GED. Completion of Pipefitter apprenticeship training program.

Experience: Four (4) years of experience, to include: installing or repairing water, steam, gas or other types of pipe and pipefitting; measuring to locate position of pipes from drawings/specs; cutting pipes with chisel, oxyacetylene torch or pipe cutting machines; making standard shop computations relating to pressures, flow, and size of pipe required.

111. Rigger (SCA 23850)

Education: High School Diploma or GED. Completion of Rigging and Safety apprenticeship training programs.

Experience: Four (4) years of experience, to include: assembling rigging to lift/move equipment or material; selecting cables, ropes, pulleys, winches, blocks, and sheaves, according to weight and size of load; providing directions to Crane Operators to insure safety of workers and material; and repairing rigging equipment.

112. Sheet-Metal Worker, Maintenance (SCA 23890)

Education: High School Diploma or GED. Completion of Sheet-Metal apprenticeship training program.

Experience: Four (4) years of experience, to include: fabricating, installing and maintaining sheet metal equipment and fixtures; planning and laying out sheet metal work from blueprints, models or specifications; setting up and operating all types of sheet metal tools and machines.

113. Welder (SCA 23960)

Education: High School Diploma or GED. Must pass employer performance tests, standard governmental agencies certifications, and professional and technical association certifications. Qualified for specific material and processes in accordance with American Welding Society Welding Handbook.

Experience: Four (4) years of experience, to include: electric arc, gas shielded arc, and gas welding. Proficient at welding as follows: executing welds in all positions, with all types of metals and alloys, in various shapes including pipes, structural forms, plates, sheet metal, bar stock, machinery and equipment.

114. Air Traffic Control Specialist, Station (SCA 30011)

Education: Graduate of an approved DoD or FAA ATC course.

Experience: Two (2) years ATC experience, to include: flight planning, base operations and/or knowledge of ATC rules, regulations, and techniques; control tower operation; flight planning/base operations or approach control. Shall possess a FAA form 7220-1.

115. Air Traffic Control Specialist, Terminal (SCA 30012)

Education: Graduate of an approved DoD or FAA ATC course.

Experience: Four (4) years experience, to include: RADAR facility or Control Tower; knowledge of ATC rules, regulations, and techniques; control tower operation; approach control. Shall possess a FAA form 7220-1.

116. Civil Engineering Technician (SCA 30040)

Education: Associate's Degree in Engineering, in one of the following fields: Civil, Structural, or Mechanical, Engineering Technology, or four (4) year formal apprentice program Certificate which concentrates on Civil, Structural, and Mechanical structures.

Experience: Four (4) years of experience in application of Civil Engineering principles, methods, and techniques of civil engineering technology, to include: plans preparation, acceptance testing, evaluation of field conditions, materials testing and analysis, calculating dimensions, profile specifications, and quantities of material necessary.

117. Drafter/CAD Operator I (SCA 30061)

Education: High School diploma or GED.

Experience: One (1) year of experience drafting/illustrating in the electronics field.

Experience with computerized drafting applications

118. Drafter/CAD Operator II (SCA 30062)

Education: High School diploma or GED.

Experience: Two (2) years of experience drafting/illustrating in the electronics field.

Experience, to include: computerized drafting applications, digital imaging techniques, use of AutoCad.

119. Drafter/CAD Operator III (SCA 30063)

Education: High School diploma or GED.

Experience: Three (3) years of experience drafting/illustrating in the electronics field, to include: computerized drafting applications, digital imaging techniques, use of AutoCad, planning and preparing graphic presentations of complex items. Experience with DoD processes and procedures.

120. Drafter/CAD Operator IV (SCA 30064)

Education: Associate's degree from a school in drafting or illustration.

Experience: Two (2) years of experience drafting/illustrating in the electronics field, to include: computerized drafting applications, digital imaging techniques, use of AutoCad, planning and preparing graphic presentations of complex items. Experience with DoD processes and procedures.

OR

Education: High School diploma or GED.

Experience: Five (5) years of experience drafting/illustrating in the electronics field, to include: computerized drafting applications, digital imaging techniques, use of AutoCad, planning and preparing graphic presentations of complex items. Experience with DoD processes and procedures.

121. Engineering Technician I (SCA 30081)

Education: Associate's Degree in Engineering, Physical Science, or Engineering Technology.

Experience: None.

OR

Education: High School diploma or GED.

Experience: Three (3) years of practical experience, to include: laboratory testing, manufacturing, or maintenance.

122. Engineering Technician II (SCA 30082)

Education: Associate's Degree in Engineering, Physical Science, or Engineering Technology.

Experience: Three (3) years of practical experience, to include: laboratory testing, manufacturing, or maintenance.

OR

Education: High School diploma or GED.

Experience: Five (5) years of practical experience, to include: laboratory testing, manufacturing, or maintenance.

123. Engineering Technician III (SCA 30083)

Education: Associate's Degree in Engineering, Physical Science, or Engineering Technology.

Experience: Ten (10) years of practical experience in relevant technical field. Four (4) years of experience, to include: installation of such equipment. One (1) year of experience, to include: design, preparation and modification of engineering documents, and drawings. Four (4) years of experience in task specific project, of which 2 must have been performed within the last 3 years. Note: Experience may be concurrent.

124. Engineering Technician IV (SCA 30084)

Education: Associate's Degree in Engineering, Physical Science, or Engineering Technology.

Experience: Twelve (12) years of practical experience in relevant technical field. Six (6) years of experience, to include: installation of such equipment. Two (2) years of experience, to include: design, preparation and modification of engineering documents, and drawings. Six (6) years of experience in task specific project, of which 3 must have been performed within the last 5 years. Note: Experience may be concurrent.

125. Engineering Technician V (SCA 30085)

Education: Associate's Degree in Engineering, Physical Science, or Engineering Technology.

Experience: Fourteen (14) years of practical experience in relevant technical field. Eight (8) years of experience, to include: installation of such equipment. Four (4) years of experience, to include: design, preparation and modification of engineering documents, and drawings. Eight (8) years of experience in task specific project, of which 5 must have been performed within the last 7 years. Note: Experience may be concurrent.

126. Engineering Technician VI (SCA 30086)

Education: Associate's Degree in Engineering, Physical Science, or Engineering Technology.

Experience: Sixteen (16) years of practical experience in relevant technical field.

Ten (10) years of experience, to include: installation of such equipment. Six (6) of experience, to include: design, preparation and modification of engineering documents, and drawings. Ten (10) years of experience in task specific project, of which 7 must have been performed within the last 9 years. Note: Experience may be concurrent.

127. Weather Observer, Senior (SCA 30621)

Education: High School Diploma or GED.

Experience: Three (3) years verifiable experience as a qualified weather observer for surface observations including two (2) years at an aviation facility. Experience to include: recording and dissemination of surface and rawinsonde observations; completion of forms in accordance with Federal, DoD, and World Meteorological Organization (WMO) guidelines; observation of local area surface and high altitude weather conditions; recording, transmitting, and archiving METAR, SPECI, Synoptic, AIREPS, and upper-air weather observations in support of the Global Climate Observing System; conducting weather training; maintaining climatological databases; operating data collection systems; performing quality control.

128. Truckdriver, Light (SCA 31361)

Education: High School Diploma or GED. Commercial Class A Drivers License.

Experience: None. Drives a truck to transport materials, equipment, or workers between establishments such as: manufacturing plants, freight depots, warehouses, or places of business. Driver may load/unload truck with or without help, refuel, make minor mechanical repairs, and keep truck in good working order.

129. Truckdriver, Heavy Truck (SCA 31363)

Education: High School Diploma or GED. Commercial Class A Drivers License.

Experience: Five (5) years of experience driving "straight trucks, over 4 tons, usually 10 wheels". Driver must also have experience in loading/unloading the truck, making minor mechanical repairs, and keeping the truck in good working order.

130. Air Traffic Control Specialist, Center (SCA 30010)

Education: Graduate of an approved DoD or FAA ATC course.

Experience: Six (6) years experience to include the following: RADAR facility or Control Tower ATC assignment; knowledge of ATC rules, regulations, and techniques; experience with control tower operations and approach control processes; and two (2) years of concurrent experience as a supervisor at an ATC facility.

131. Weather Observer (SCA 30620)

Education: High School Diploma or GED.

Experience: Two (2) years as a qualified weather observer for surface observations at an aviation weather facility. Experience to include: recording and dissemination of surface and rawinsonde observations; completion of forms in accordance with Federal, DoD, and World Meteorological Organization (WMO) guidelines; observation of local area surface and high altitude weather conditions; recording, transmitting, and archiving METAR, SPECI, Synoptic, AIREPS, and upper-air weather observations in support of the Global Climate Observing System; conducting weather training; maintaining climatological databases; operating data collection systems; performing quality control.

132. Aeronautical Information Specialist

Education: Graduate of an approved DoD/FAA Terminal Instrument Procedures (TERPS) development course.

Experience: Six (6) years verifiable TERPS development experience. Knowledge of flight planning, base/airfield operations, and/or air traffic control requirements, rules, and instructions. Experience reviewing and validating aeronautical information regarding USN/USMC and host nation air facilities and transmitting information for subsequent publication in the DOD FLIP. Note: Experience may be concurrent.

133. Flight Procedure Specialist 1

Education: Graduate of an approved DoD/FAA Terminal Instrument Procedures (TERPS) development course.

Experience: Two (2) years verifiable TERPS development experience. Two (2) years experience as an air traffic controller, pilot, flight crew member, flight procedures specialists, or air operations specialist. Posses full knowledge of air traffic control requirements, rules, and instructions. Note: Experience may be concurrent.

134. Flight Procedure Specialist 2

Education: Graduate of an approved DoD/FAA Terminal Instrument Procedures (TERPS) development course.

Experience: Three (3) years verifiable TERPS development experience. Four (4) years experience as an air traffic controller, pilot, flight crew member, flight procedures specialists, or air operations specialist. Posses full knowledge of air traffic control requirements, rules, and instructions. Note: Experience may be concurrent.

135. Flight Procedure Specialist 3

Education: Graduate of an approved DoD/FAA Terminal Instrument Procedures (TERPS) development course.

Experience: Six (6) years verifiable TERPS development experience. Four (4) years experience as an air traffic controller, pilot, flight crew member, flight procedures specialists, or air operations specialist. Posses full knowledge of air traffic control requirements, rules, and instructions. Note: Experience may be concurrent.

136. Video Teleconference Technician (SCA 13110)

Education: High School diploma or GED. Formal electronics training from:

Technical School, or Class A or B military school in electronics or communications, or four (4) year electronics apprentice program.

Experience: Two (2) years of practical experience, to include: powering up teleconferencing equipment, checking equipment for proper operation, setting audio levels, positioning camera functions, performing secure or non-secure setup, operate or assist in operating session control panel, studio control unit, and high resolution graphics.

137. Personal Computer Support Technician (SCA 14160)

Education: High School diploma or GED. Working towards completing applicable vendor/platform certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: One (1) year of Computerized System experience, to include:

Installation, testing, repair, and troubleshooting of stand-alone computers, computers linked to networks, printers, and other computer peripherals; software installation and configuration. Performing technical, operational, and training support to users either by telephone, or on-site for computer desktop hardware and software packages.

138. Computer Based Training Specialist (SCA 15050)

Education: High School Diploma or GED. Training Certification

Experience: Two (2) years of experience working with a courseware production team responsible for designing, developing, revising and validating interactive computer based courseware. Knowledge and experience using specialized computer software and/or hardware to develop, integrate, and edit instructional text, audio, graphics, animation and video for interactive presentations. Knowledge and experience programming/branching logic and screen layout and remediation/feedback techniques.

**Task specific experience to be identified on individual task orders.*

5252.237-9601 KEY PERSONNEL (DEC 1999)

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

Key Personnel will be identified at task order level when applicable.

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

Section D - Packaging and Marking

PACK AND MARK

Packaging and marking requirements will be delineated in individual task/delivery orders.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERM

Supplies/services will be inspected/accepted at:

*** As indicated in individual task orders. (Example below)**

| | | | | |
|------|------------|------------|-----------|------------|
| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
| * | * | Government | * | Government |

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

| CLIN | INSPECT AT | INSPECT BY | ACCEPT AT | ACCEPT BY |
|------|-------------|------------|-------------|------------|
| 0001 | Destination | Government | Destination | Government |
| 0002 | Destination | Government | Destination | Government |
| 0003 | Destination | Government | Destination | Government |
| 0004 | Destination | Government | Destination | Government |
| 1001 | Destination | Government | Destination | Government |
| 1002 | Destination | Government | Destination | Government |
| 1003 | Destination | Government | Destination | Government |
| 1004 | Destination | Government | Destination | Government |
| 2001 | Destination | Government | Destination | Government |
| 2002 | Destination | Government | Destination | Government |
| 2003 | Destination | Government | Destination | Government |
| 2004 | Destination | Government | Destination | Government |
| 3001 | Destination | Government | Destination | Government |
| 3002 | Destination | Government | Destination | Government |
| 3003 | Destination | Government | Destination | Government |
| 3004 | Destination | Government | Destination | Government |
| 4001 | Destination | Government | Destination | Government |
| 4002 | Destination | Government | Destination | Government |
| 4003 | Destination | Government | Destination | Government |
| 4004 | Destination | Government | Destination | Government |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|----------------|---|----------|
| 52.246-2 | Inspection Of Supplies--Fixed Price | AUG 1996 |
| 52.246-2 Alt I | Inspection Of Supplies Fixed Price (Aug 1996) - Alternate I | JUL 1985 |
| 52.246-3 | Inspection Of Supplies Cost-Reimbursement | MAY 2001 |
| 52.246-4 | Inspection Of Services--Fixed Price | AUG 1996 |
| 52.246-5 | Inspection Of Services Cost-Reimbursement | APR 1984 |
| 52.246-15 | Certificate of Conformance | APR 1984 |
| 52.246-16 | Responsibility For Supplies | APR 1984 |

Section F - Deliveries or Performance

PERIODS OF PERFORMANCE

The period of performance of the contract, for the purpose of issuing task orders is as follows:

| CLIN(S) | PERIOD OF PERFORMANCE FOR ISSUING ORDERS |
|-----------|--|
| 0001-0004 | Date of contract award through one year thereafter |

The period of performance for option CLIN(S) to extend the term of the contract are as follows:

| CLIN(S) | PERIOD OF PERFORMANCE FOR ISSUING ORDERS |
|-----------|--|
| 1001-1004 | Effective date of option through one year thereafter |
| 2001-2004 | Effective date of option through one year thereafter |
| 3001-3004 | Effective date of option through one year thereafter |
| 4001-4004 | Effective date of option through one year thereafter |

The above periods of performance for the options to extend the term of the contract shall apply only if the Government exercises the options as stated in Section B in accordance with the clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract."

DELIVERY INFORMATION

| CLIN | DELIVERY DATE | QUANTITY | SHIP TO ADDRESS | UIC |
|------|---------------|----------|-----------------|-----|
| 0001 | N/A | N/A | N/A | N/A |
| 0002 | N/A | N/A | N/A | N/A |
| 0003 | N/A | N/A | N/A | N/A |
| 0004 | N/A | N/A | N/A | N/A |
| 1001 | N/A | N/A | N/A | N/A |
| 1002 | N/A | N/A | N/A | N/A |
| 1003 | N/A | N/A | N/A | N/A |
| 1004 | N/A | N/A | N/A | N/A |
| 2001 | N/A | N/A | N/A | N/A |

| | | | | |
|------|-----|-----|-----|-----|
| 2002 | N/A | N/A | N/A | N/A |
| 2003 | N/A | N/A | N/A | N/A |
| 2004 | N/A | N/A | N/A | N/A |
| 3001 | N/A | N/A | N/A | N/A |
| 3002 | N/A | N/A | N/A | N/A |
| 3003 | N/A | N/A | N/A | N/A |
| 3004 | N/A | N/A | N/A | N/A |
| 4001 | N/A | N/A | N/A | N/A |
| 4002 | N/A | N/A | N/A | N/A |
| 4003 | N/A | N/A | N/A | N/A |
| 4004 | N/A | N/A | N/A | N/A |

CLAUSES INCORPORATED BY REFERENCE

| | | |
|-----------------|--|----------|
| 52.242-15 | Stop-Work Order | AUG 1989 |
| 52.242-15 Alt I | Stop-Work Order (Aug 1989) - Alternate I | APR 1984 |
| 52.242-17 | Government Delay Of Work | APR 1984 |
| 52.247-34 | F.O.B. Destination | NOV 1991 |
| 52.247-55 | F.O.B. Point For Delivery Of Government-Furnished Property | JUN 2003 |

Section G - Contract Administration Data

SPI

SPECIAL REQUIREMENTS

STANDARD PAYMENT INSTRUCTION (SPI) CLAUSES

Pursuant to the requirement at DFARS PGI 204.7108, a PGI payment clause will be cited in Section G of each order under this contract.

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N65236

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC | <u>HQ0338</u> |
| Issue By DoDAAC | <u>N65236</u> |
| Admin DoDAAC | <u>S2404A</u> |
| Inspect By DoDAAC | <u>N65236</u> |
| Ship To Code | <u>*</u> |
| Ship From Code | <u>*</u> |
| Mark For Code | <u>*</u> |
| Service Approver (DoDAAC) | <u>N65236</u> |
| Service Acceptor (DoDAAC) | <u>N65236</u> |
| Accept at Other DoDAAC | <u>N/A</u> |
| LPO DoDAAC | <u>N/A</u> |
| DCAA Auditor DoDAAC | <u>HAA721</u> |
| Other DoDAAC(s) | <u>N/A</u> |

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

*

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not applicable.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

**To be determined in individual task orders.*

(a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER REPRESENTATIVE

Name: *

Code: *

Address: *

Phone Number: *

E-mail: *

**To be assigned in individual task orders.*

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

5252.216-9210 TYPE OF CONTRACT (DEC 1999)

This is a performance based, multiple-award, Indefinite Delivery/Indefinite Quantity, Cost-Plus-Fixed-Fee contract with provisions for Fixed-Price Incentive (firm target) and Firm-Fixed-Price orders.

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(a) The Contractor agrees to segregate costs incurred under this contract at the lowest level of performance, either task or subtask, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order that authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA:

(1) to the Contracting Officer's Representative, and

(2) to the Procuring Contracting Officer.

Section H - Special Contract Requirements

ON RAMPS

SPECIAL REQUIREMENTS

ON RAMP PROVISION

In order to ensure sufficient competition remains in place for this requirement, the Government reserves the right to seek additional contract awardees using an “on ramp” procedure. “On Ramps” will allow the Government to solicit and award additional prime contracts for the performance of this requirement and ensure that competitive goals are being met. “On Ramp” solicitations and award processes will be used if bona fide competition (two or more offers) is not received in at least 85 percent of the task order competitions in the first 12 months of contract performance.

“On ramps” will involve publicizing a notice in the designated governmentwide point of entry, such as FedBizOpps. Contracts awarded under this on ramp provision will share in the ceiling and their award shall not constitute a basis of contractual adjustment for existing partners. The on ramp solicitation and any resulting contracts awarded under this provision will include the same terms and conditions, performance requirements, and contract types of this contract. The performance period will be set out in the contracts awarded and will not exceed the remaining period of performance. The performance start date for contracts awarded under the on ramp process is anticipated to coincide with the start date of the second option year of this multiple award contract. The Government will not consider unsolicited requests for addition to the competitive pool.

OCI LANG

CONFLICTS OF INTEREST

Due to the nature of the services required, contractors are likely to encounter both Organizational Conflicts of Interests (OCI) and Personal Conflicts of Interests (PCI). Contractors are to govern themselves accordingly and adhere to the OCI and PCI clauses contained herein especially in light of the duties and responsibilities identified in the basic contract and resulting task orders.

CLAUSES INCORPORATED BY FULL TEXT

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9202 CONTRACTOR PICTURE BADGE (DEC 1999)

- (a) A contractor picture badge may be issued to contractor personnel by SSC Atlantic upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SSC Atlantic prior to completion of the picture badge request.
- (b) If required, an automobile decal will be issued by the Government installation pass office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.
- (c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.
- (d) At the completion of the contract, the contractor shall forward to the SSC Atlantic Security Office a list of all unreturned badges with a written explanation of any missing badges.

5252.209-9201 ORGANIZATIONAL CONFLICT OF INTEREST (SYSTEMS ENGINEERING) (DEC 1999)

- (a) This contract provides for systems engineering and related technical support for multiple programs at SSC Atlantic. The parties recognize that by the Contractor providing this support, a potential conflict of interest arises as defined by FAR 9.505-1.
- (b) For the purpose of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor of the contractor.
- (c) During the term of this contract and for a period of * after completion of this contract, the Contractor agrees that it will not supply (whether as a prime contractor, subcontractor at any tier, or consultant to a supplier) to the Department of Defense, any product, item or major component of an item or product, which was the subject of the systems engineering and/or technical direction in support of * performed under this contract. The contractor shall,

within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(d) The Contractor further agrees that it will not perform engineering services and technical support of the type described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct engineering and technical support on such products and to take no action until directed to do so by the Contracting Officer.

(e) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this Organizational Conflict of Interest clause.

**To be completed in individual task orders.*

**5252.209-9202 ORGANIZATIONAL CONFLICT OF INTEREST (SPECIFICATION PREPARATION)
(DEC 1999)**

(a) This contract, in whole or in part, provides for the Contractor to draft and/or furnish specifications in support of multiple programs at SSC Atlantic. Further, this contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of *
* The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.505-2.

(b) During the term of this contract and for a period of * after completion of this contract, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of

Defense, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) For the purposes of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.

(d) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

**To be completed in individual task orders.*

5252.209-9203 ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION) (DEC 1999)

(a) This contract provides for the Contractor to provide technical evaluation and/or advisory and assistance services in support of multiple programs at SSC Atlantic. The parties recognize that by the Contractor providing this support a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.

(b) For the purpose of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime, consultant or subcontractor at any tier.

(d) The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The Contractor further agrees that it will not perform technical evaluations as described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

**To be completed in individual task orders.*

5252.209-9204 EXISTING ORGANIZATIONAL CONFLICT OF INTEREST (FEB 1999)

(a) Definitions.

(1) "Contractor" means the firm signing this contract.

(2) “Supplier” means a firm, or a firm’s subsidiaries, its parent corporation or subsidiary of the parent corporation, that is engaged in, or having a known prospective interest in the furnishing of * in support of which, tasks will be performed under this contract.

(3) “Affiliates” means employees, directors, partners, participants in joint ventures, parent corporation, parent corporation subsidiaries, any entity into or with which the contractor may subsequently merge or affiliate, any other successor or assignee of the prime contractor and subcontractors.

(4) “Interest” means direct or indirect business or financial interest.

(b) Warranty Against Existing Conflict of Interest. The contractor warrants that neither it nor its affiliates have any contracts with, or any material or substantial interests in the hardware or software suppliers. For any breach of this warranty, the Government shall have the right to rescind this contract without liability or, at its discretion, terminate this contract for default. In such circumstances, the contractor shall not be entitled to reimbursement of any cost incurred in performing this contract or payment of any fee thereunder. Further, such shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

**To be completed in individual task orders.*

5252.209-9205 ORGANIZATIONAL CONFLICT OF INTEREST (DEC 2004)

(a) Definition.

“Support Services” includes, but is not limited to, program management support services, preparing program budget submissions, business financial reporting or accounting services or, advisory and assistance services including consultant services.

(b) The Contracting Officer has determined that potentially significant organizational conflicts of interest may arise due to the nature of the work the Contractor will perform under this contract that may preclude the Contractor from being awarded future SPAWAR contracts in a related area. Whereas the Contractor has agreed to undertake this contract to provide “support services”, it is agreed that the Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to any prime contractor or subcontractor at any tier who is to supply the services, system or major components thereof for any project where the Contractor has provided or is providing support as described in FAR 9.505-1 through 9.505-4. The Contracting Officer may make a determination to allow a company to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraph (d) and (e) below. This determination may not be appealed.

(c) (1) If the Contracting Officer requests, and the Contractor submits an organizational conflict of interest mitigation plan that, after Government review is acceptable to the Government, the Contractor’s parent corporation,

subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a subcontractor or consultant on future SPAWAR contracts. The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(2) Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the Contractor and the Contractor's employees supporting the Government per paragraph (c) above. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures.

(d) These restrictions shall apply to *. This clause shall remain in effect for *.

(e) The Contractor shall apply this clause to any subcontractors or consultants, who have access to information, participate in the development of data, or participate in any other activity related to this contract which is subject to terms of this clause at the prime contractor level, unless the Contractor includes an acceptable alternate subcontractor provision in its mitigation plan. For subcontractors or consultants under this contract, if an organizational conflict of interest mitigation plan is submitted and acceptable to the Government, the subcontractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime, subcontractor, or consultant on future SPAWAR contracts.

**To be completed in individual task orders.*

CLAUSES INCORPORATED BY FULL TEXT

5252.209-9206 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9213 TYPES OF TASK OR DELIVERY ORDERS (DEC 1999)

The following types of task or delivery orders may be issued under this contract:

- (a) A cost-plus-fixed-fee (CPFF) level of effort (LOE) task order will be issued when the scope of work is defined in general terms requiring only that the contractor devote a specified LOE for a stated time period.
- (b) A cost-plus-fixed-fee (CPFF) completion task order will be issued when the scope of work defines a definite goal or target which leads to an end product deliverable (e.g., a final report of research accomplishing the goal or target).
- (c) A firm-fixed-price (FFP) delivery order will be issued when acquiring supplies or services on the basis of reasonably definite or detailed specifications and fair and reasonable prices can be established at the outset.
- (d) A fixed-price incentive (FPI) target delivery order will be issued when acquiring supplies or services on the basis of reasonably definite or detailed specifications and cost can be reasonably predicted at the outset wherein the cost risk will be shared. A firm target cost, target profit, and profit adjustment formula will be negotiated to provide a fair and reasonable incentive and a ceiling that provides for the contractor to assume an appropriate share of the risk.

CLAUSES INCORPORATED BY FULL TEXT

5252.217-9201 CONTRACT MAXIMUM AMOUNT (DEC 1999)

During the life of this contract, the total maximum dollar amount available for placement under task orders is cumulative with each option exercise, and unexpended balances may be used in succeeding option years.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

5252.222-9600 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT

Attachment 3 incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor.

CLAUSES INCORPORATED BY FULL TEXT

5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010)

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' Information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

(End of clause)

5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

(End of clause)

5252.243-9600 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

*Contracting Officer, Code 2231
Space and Naval Warfare Systems Center Atlantic
P. O. Box 190022
North Charleston, SC 29419-9022
Telephone #: (843) 218-5931*

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) ALTERNATE I (SEP 2001)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by

written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;

(6) A breakdown of estimated travel and per diem charges. Any travel under the contract must be specifically identified by the contractor in a written quotation to the Ordering Officer prior to incurring any travel costs. Travel under this contract is only authorized under task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) “Privately Owned (Motor) Vehicle (POV)” is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee’s dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee’s one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

(End of Alternate I)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

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| 52.202-1 | Definitions | JAN 2012 |
| 52.203-3 | Gratuities | APR 1984 |
| 52.203-5 | Covenant Against Contingent Fees | APR 1984 |
| 52.203-6 | Restrictions On Subcontractor Sales To The Government | SEP 2006 |
| 52.203-7 | Anti-Kickback Procedures | OCT 2010 |
| 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity | JAN 1997 |
| 52.203-10 | Price Or Fee Adjustment For Illegal Or Improper Activity | JAN 1997 |
| 52.203-12 | Limitation On Payments To Influence Certain Federal Transactions | OCT 2010 |
| 52.203-13 | Contractor Code of Business Ethics and Conduct | APR 2010 |
| 52.203-16 | Preventing Personal Conflicts of Interest | DEC 2011 |
| 52.204-2 | Security Requirements | AUG 1996 |
| 52.204-4 | Printed or Copied Double-Sided on Postconsumer Fiber Content Paper | MAY 2011 |
| 52.204-9 | Personal Identity Verification of Contractor Personnel | JAN 2011 |
| 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards | AUG 2012 |
| 52.208-9 | Contractor Use of Mandatory Sources of Supply or Services | OCT 2008 |
| 52.209-6 | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | DEC 2010 |

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| 52.209-9 | Updates of Publicly Available Information Regarding Responsibility Matters | FEB 2012 |
| 52.210-1 | Market Research | APR 2011 |
| 52.211-5 | Material Requirements | AUG 2000 |
| 52.211-15 | Defense Priority And Allocation Requirements | APR 2008 |
| 52.215-2 | Audit and Records--Negotiation | OCT 2010 |
| 52.215-8 | Order of Precedence--Uniform Contract Format | OCT 1997 |
| 52.215-14 | Integrity of Unit Prices | OCT 2010 |
| 52.215-15 | Pension Adjustments and Asset Reversions | OCT 2010 |
| 52.215-17 | Waiver of Facilities Capital Cost of Money | OCT 1997 |
| 52.215-18 | Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions | JUL 2005 |
| 52.215-19 | Notification of Ownership Changes | OCT 1997 |
| 52.215-21 | Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications | OCT 2010 |
| 52.215-21 Alt I | Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications (Oct 2010) - Alternate I | OCT 2010 |
| 52.215-23 | Limitations on Pass-Through Charges | OCT 2009 |
| 52.216-7 | Allowable Cost And Payment | JUN 2011 |
| 52.216-8 | Fixed Fee | JUN 2011 |
| 52.216-16 | Incentive Price Revision-Firm Target | OCT 1997 |
| 52.219-8 | Utilization of Small Business Concerns | JAN 2011 |
| 52.219-14 | Limitations On Subcontracting | NOV 2011 |
| 52.219-28 | Post-Award Small Business Program Rerepresentation | APR 2012 |
| 52.222-2 | Payment For Overtime Premiums | JUL 1990 |

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|-----------|---|----------|
| 52.222-3 | Convict Labor | JUN 2003 |
| 52.222-17 | Nondisplacement of Qualified Workers | JAN 2013 |
| 52.222-19 | Child Labor -- Cooperation with Authorities and Remedies | MAR 2012 |
| 52.222-21 | Prohibition Of Segregated Facilities | FEB 1999 |
| 52.222-26 | Equal Opportunity | MAR 2007 |
| 52.222-35 | Equal Opportunity for Veterans | SEP 2010 |
| 52.222-36 | Affirmative Action For Workers With Disabilities | OCT 2010 |
| 52.222-37 | Employment Reports on Veterans | SEP 2010 |
| 52.222-40 | Notification of Employee Rights Under the National Labor Relations Act | DEC 2010 |
| 52.222-41 | Service Contract Act Of 1965 | NOV 2007 |
| 52.222-43 | Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option) | SEP 2009 |
| 52.222-50 | Combating Trafficking in Persons | FEB 2009 |
| 52.222-54 | Employment Eligibility Verification | JUL 2012 |
| 52.223-2 | Affirmative Procurement of Biobased Products Under Service and Construction Contracts | JUL 2012 |
| 52.223-3 | Hazardous Material Identification And Material Safety Data | JAN 1997 |
| 52.223-5 | Pollution Prevention and Right-to-Know Information | MAY 2011 |
| 52.223-6 | Drug-Free Workplace | MAY 2001 |
| 52.223-10 | Waste Reduction Program | MAY 2011 |
| 52.223-12 | Refrigeration Equipment and Air Conditioners | MAY 1995 |
| 52.223-15 | Energy Efficiency in Energy-Consuming Products | DEC 2007 |
| 52.223-16 | IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products | DEC 2007 |
| 52.223-17 | Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts | MAY 2008 |

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| 52.223-18 | Encouraging Contractor Policies To Ban Text Messaging While Driving | AUG 2011 |
| 52.223-19 | Compliance with Environmental Management Systems | MAY 2011 |
| 52.225-13 | Restrictions on Certain Foreign Purchases | JUN 2008 |
| 52.227-1 | Authorization and Consent | DEC 2007 |
| 52.227-2 | Notice And Assistance Regarding Patent And Copyright Infringement | DEC 2007 |
| 52.227-3 | Patent Indemnity | APR 1984 |
| 52.227-3 Alt I | Patent Indemnity (Apr 1984) - Alternate I | APR 1984 |
| 52.227-14 | Rights in Data--General | DEC 2007 |
| 52.228-3 | Worker's Compensation Insurance (Defense Base Act) | APR 1984 |
| 52.228-5 | Insurance - Work On A Government Installation | JAN 1997 |
| 52.228-7 | Insurance--Liability To Third Persons | MAR 1996 |
| 52.229-3 | Federal, State And Local Taxes | FEB 2013 |
| 52.229-6 | Taxes--Foreign Fixed-Price Contracts | FEB 2013 |
| 52.229-8 | Taxes--Foreign Cost-Reimbursement Contracts | MAR 1990 |
| 52.232-1 | Payments | APR 1984 |
| 52.232-8 | Discounts For Prompt Payment | FEB 2002 |
| 52.232-11 | Extras | APR 1984 |
| 52.232-17 | Interest | OCT 2010 |
| 52.232-18 | Availability Of Funds | APR 1984 |
| 52.232-20 | Limitation Of Cost | APR 1984 |
| 52.232-22 | Limitation Of Funds | APR 1984 |
| 52.232-23 | Assignment Of Claims | JAN 1986 |
| 52.232-23 Alt I | Assignment of Claims (Jan 1986) - Alternate I | APR 1984 |

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| 52.232-25 | Prompt Payment | OCT 2008 |
| 52.232-25 Alt I | Prompt Payment (Oct 2008) Alternate I | FEB 2002 |
| 52.232-33 | Payment by Electronic Funds Transfer--Central Contractor Registration | OCT 2003 |
| 52.232-36 | Payment by Third Party | FEB 2010 |
| 52.232-37 | Multiple Payment Arrangements | MAY 1999 |
| 52.233-1 | Disputes | JUL 2002 |
| 52.233-1 Alt I | Disputes (Jul 2002) - Alternate I | DEC 1991 |
| 52.233-3 | Protest After Award | AUG 1996 |
| 52.233-3 Alt I | Protest After Award (Aug 1996) - Alternate I | JUN 1985 |
| 52.233-4 | Applicable Law for Breach of Contract Claim | OCT 2004 |
| 52.237-2 | Protection Of Government Buildings, Equipment, And Vegetation | APR 1984 |
| 52.237-3 | Continuity Of Services | JAN 1991 |
| 52.239-1 | Privacy or Security Safeguards | AUG 1996 |
| 52.242-1 | Notice of Intent to Disallow Costs | APR 1984 |
| 52.242-3 | Penalties for Unallowable Costs | MAY 2001 |
| 52.242-4 | Certification of Final Indirect Costs | JAN 1997 |
| 52.242-13 | Bankruptcy | JUL 1995 |
| 52.243-1 | Changes--Fixed Price | AUG 1987 |
| 52.243-1 Alt II | Changes--Fixed-Price (Aug 1987) - Alternate II | APR 1984 |
| 52.243-2 | Changes--Cost-Reimbursement | AUG 1987 |
| 52.243-2 Alt II | Changes--Cost Reimbursement (Aug 1987) - Alternate II | APR 1984 |
| 52.244-5 | Competition In Subcontracting | DEC 1996 |
| 52.244-6 | Subcontracts for Commercial Items | DEC 2010 |

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| 52.245-1 | Government Property | APR 2012 |
| 52.245-1 Alt I | Government Property (Apr 2012) Alternate I | APR 2012 |
| 52.245-9 | Use And Charges | APR 2012 |
| 52.246-25 | Limitation Of Liability--Services | FEB 1997 |
| 52.247-1 | Commercial Bill Of Lading Notations | FEB 2006 |
| 52.247-63 | Preference For U.S. Flag Air Carriers | JUN 2003 |
| 52.248-1 | Value Engineering | OCT 2010 |
| 52.249-2 | Termination For Convenience Of The Government (Fixed-Price) | APR 2012 |
| 52.249-6 | Termination (Cost Reimbursement) | MAY 2004 |
| 52.249-8 | Default (Fixed-Price Supply & Service) | APR 1984 |
| 52.249-14 | Excusable Delays | APR 1984 |
| 52.251-1 | Government Supply Sources | APR 2012 |
| 52.253-1 | Computer Generated Forms | JAN 1991 |
| 252.201-7000 | Contracting Officer's Representative | DEC 1991 |
| 252.203-7000 | Requirements Relating to Compensation of Former DoD Officials | SEP 2011 |
| 252.203-7001 | Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies | DEC 2008 |
| 252.203-7002 | Requirement to Inform Employees of Whistleblower Rights | JAN 2009 |
| 252.203-7003 | Agency Office of the Inspector General | DEC 2012 |
| 252.204-7000 | Disclosure Of Information | DEC 1991 |
| 252.204-7003 | Control Of Government Personnel Work Product | APR 1992 |
| 252.204-7005 | Oral Attestation of Security Responsibilities | NOV 2001 |
| 252.205-7000 | Provision Of Information To Cooperative Agreement Holders | DEC 1991 |

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| 252.209-7004 | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country | DEC 2006 |
| 252.211-7005 | Substitutions for Military or Federal Specifications and Standards | NOV 2005 |
| 252.211-7006 | Passive Radio Frequency Identification | SEP 2011 |
| 252.215-7000 | Pricing Adjustments | DEC 2012 |
| 252.222-7002 | Compliance With Local Labor Laws (Overseas) | JUN 1997 |
| 252.222-7006 | Restrictions on the Use of Mandatory Arbitration Agreements | DEC 2010 |
| 252.223-7004 | Drug Free Work Force | SEP 1988 |
| 252.223-7006 | Prohibition On Storage And Disposal Of Toxic And Hazardous Materials | APR 2012 |
| 252.225-7001 | Buy American And Balance Of Payments Program | DEC 2012 |
| 252.225-7002 | Qualifying Country Sources As Subcontractors | DEC 2012 |
| 252.225-7004 | Report of Intended Performance Outside the United States and Canada--Submission after Award | OCT 2010 |
| 252.225-7006 | Quarterly Reporting of Actual Contract Performance Outside the United States | OCT 2010 |
| 252.225-7009 | Restriction on Acquisition of Certain Articles Containing Specialty Metals | MAR 2013 |
| 252.225-7012 | Preference For Certain Domestic Commodities | FEB 2013 |
| 252.225-7013 | Duty-Free Entry | JUN 2012 |
| 252.225-7015 | Restriction on Acquisition of Hand Or Measuring Tools | JUN 2005 |
| 252.225-7016 | Restriction On Acquisition Of Ball and Roller Bearings | JUN 2011 |
| 252.225-7041 | Correspondence in English | JUN 1997 |
| 252.225-7043 | Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States | MAR 2006 |

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| 252.226-7001 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns | SEP 2004 |
| 252.227-7013 | Rights in Technical Data--Noncommercial Items | FEB 2012 |
| 252.227-7015 | Technical Data--Commercial Items | DEC 2011 |
| 252.227-7016 | Rights in Bid or Proposal Information | JAN 2011 |
| 252.227-7025 | Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends | MAR 2011 |
| 252.227-7026 | Deferred Delivery Of Technical Data Or Computer Software | APR 1988 |
| 252.227-7027 | Deferred Ordering Of Technical Data Or Computer Software | APR 1988 |
| 252.227-7030 | Technical Data--Withholding Of Payment | MAR 2000 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data | JUN 2012 |
| 252.228-7003 | Capture and Detention | DEC 1991 |
| 252.231-7000 | Supplemental Cost Principles | DEC 1991 |
| 252.232-7003 | Electronic Submission of Payment Requests and Receiving Reports | JUN 2012 |
| 252.232-7008 | Assignment of Claims (Overseas) | JUN 1997 |
| 252.232-7010 | Levies on Contract Payments | DEC 2006 |
| 252.235-7003 | Frequency Authorization | DEC 1991 |
| 252.235-7004 | Protection of Human Subjects | JUL 2009 |
| 252.237-7010 | Prohibition on Interrogation of Detainees by Contractor Personnel | NOV 2010 |
| 252.237-7019 | Training for Contractor Personnel Interacting with Detainees | SEP 2006 |
| 252.242-7006 | Accounting System Administration | FEB 2012 |
| 252.243-7001 | Pricing Of Contract Modifications | DEC 1991 |
| 252.243-7002 | Requests for Equitable Adjustment | DEC 2012 |

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| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD Contracts) | MAR 2013 |
| 252.244-7001 | Contractor Purchasing System Administration | JUN 2012 |
| 252.245-7001 | Tagging, Labeling, and Marking of Government-Furnished Property | APR 2012 |
| 252.245-7002 | Reporting Loss of Government Property | APR 2012 |
| 252.245-7003 | Contractor Property Management System Administration | APR 2012 |
| 252.246-7001 | Warranty Of Data | DEC 1991 |
| 252.246-7001 Alt I | Warranty Of Data (Dec 1991) - Alternate I | DEC 1991 |
| 252.246-7001 Alt II | Warranty Of Data (Dec 1991) - Alternate II | DEC 1991 |

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of \$5,000,000;

(2) Any order for a combination of items in excess of \$5,000,000; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and

Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract 180 days after the expiration date of the contract.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the execution of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years unless FAR clause 52.217-8 is activated.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

| Employee Class | SCA# | Monetary Wage-Fringe Benefits |
|--------------------------|-------------|-------------------------------------|
| Accounting Clerk I | (SCA 01011) | GS-3 |
| Accounting Clerk II | (SCA 01012) | GS-4 |
| Accounting Clerk III | (SCA 01013) | GS-5 |
| Administrative Assistant | SCA 01020) | GS-7 |
| Data Entry Operator I | (SCA 01051) | GS-2 |
| Data Entry Operator II | (SCA 01052) | GS-3 |
| Dispatcher | (SCA 01060) | GS-5 |
| General Clerk I | (SCA 01111) | GS-2 |
| General Clerk II | (SCA 01112) | GS-3 |
| General Clerk III | (SCA 01113) | GS-4 |
| Production Control Clerk | (SCA 01270) | GS-6 |
| Secretary I | (SCA 01311) | GS-4 |
| Secretary II | SCA 01312) | GS-5 |
| Secretary III | (SCA 01313) | GS-6 |

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|---------------------------------------|-------------|-------|
| Supply Technician | (SCA 01410) | GS-7 |
| Word Processor I | (SCA 01611) | GS-3 |
| Word Processor II | (SCA 01612) | GS-4 |
| Word Processor III | (SCA 01613) | GS-5 |
| Radiator Repair Specialist | (SCA 05340) | WG-8 |
| Illustrator I | (SCA 13041) | GS-5 |
| Illustrator II | (SCA 13042) | GS-7 |
| Illustrator III | (SCA 13043) | GS-9 |
| Computer Operator I | (SCA 14041) | GS-4 |
| Computer Operator II | (SCA 14042) | GS-5 |
| Computer Operator III | (SCA 14043) | GS-6 |
| Computer Operator IV | (SCA 14044) | GS-7 |
| Computer Operator V | (SCA 14045) | GS-8 |
| Computer Programmer I | (SCA 14071) | GS-5 |
| Computer Programmer II | (SCA 14072) | GS-7 |
| Computer Programmer III | (SCA 14073) | GS-9 |
| Computer Programmer IV | (SCA 14074) | GS-11 |
| Computer Systems Analyst I | (SCA 14101) | GS-9 |
| Computer Systems Analyst II | (SCA 14102) | GS-11 |
| Computer Systems Analyst III | (SCA 14103) | GS-12 |
| Graphics Artist | (SCA 15080) | GS-9 |
| Technical Instructor | (SCA 15090) | GS-7 |
| Technical Instructor/Course Developer | (SCA 15095) | GS-9 |
| Machine – Tool Operator | (SCA 19010) | WG-9 |

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|---------------------------------|-------------|-------|
| Material Coordinator | (SCA 21030) | WG-13 |
| Material Expediter | (SCA 21040) | WG-7 |
| Material Handling Laborer | (SCA 21050) | WG-2 |
| Shipping and Receiving Clerk | (SCA 21130) | WG-4 |
| Stock Clerk | (SCA 21150) | WG-4 |
| Warehouse Specialist | (SCA 21410) | WG-5 |
| Electrician, Maintenance | (SCA 23160) | WG-10 |
| Electronics Technician I | (SCA 23181) | WG-8 |
| Electronics Technician II | (SCA 23182) | WG-9 |
| Electronics Technician III | (SCA 23183) | WG-10 |
| General Maintenance Worker | (SCA 23370) | WG-8 |
| HVAC Mechanic | (SCA 23410) | WG-10 |
| Heavy Equipment Operator | (SCA 23440) | WG-10 |
| Laborer | (SCA 23470) | WG-2 |
| Machinery Maintenance Mechanic | (SCA 23530) | WG-10 |
| Machinist, Maintenance | (SCA 23550) | WG-10 |
| Maintenance Trades Helper | (SCA 23580) | WG-5 |
| Painter, Maintenance | (SCA 23760) | WG-9 |
| Pipefitter, Maintenance | (SCA 23790) | WG-10 |
| Rigger | (SCA 23850) | WG-10 |
| Sheet-Metal Worker, Maintenance | (SCA 23890) | WG-10 |
| Welder | (SCA 23960) | WG-10 |
| Civil Engineering Technician | (SCA 30040) | GS-7 |
| Drafter/CAD Operator I | (SCA 30061) | GS-4 |

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| Drafter/CAD Operator II | (SCA 30062) | GS-5 |
| Drafter/CAD Operator III | (SCA 30063) | GS-6 |
| Drafter/CAD Operator IV | (SCA 30064) | GS-8 |
| Engineering Technician I | (SCA 30081) | GS-3 |
| Engineering Technician II | (SCA 30082) | GS-4 |
| Engineering Technician III | (SCA 30083) | GS-5 |
| Engineering Technician IV | (SCA 30084) | GS-7 |
| Engineering Technician V | (SCA 30085) | GS-9 |
| Engineering Technician VI | (SCA 30086) | GS-11 |
| Weather Observer, Senior | (SCA 30621) | GS-7 |
| Truckdriver, Light | (SCA 31361) | WG-6 |
| Truckdriver, Heavy Truck | (SCA 31363) | WG-8 |
| Air Traffic Control Specialist, Center | (SCA 30010) | GS-7 |
| Weather Observer | (SCA 30620) | GS-12 |
| Video Teleconference Technician | (SCA 13110) | GS-4 |
| Personal Computer Support Technician | (SCA 14160) | GS-7 |
| Computer Based Training Specialist | (SCA 15050) | GS-9 |

52.223-7 NOTICE OF RADIOACTIVE MATERIALS (JAN 1997)

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or

prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

(a) Definitions. As used in this clause--

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to *.

**To be completed in individual task orders.*

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform;
or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall

be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related

performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be

liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

52.244-2 SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUN 2007)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any subcontractor that will be performing direct labor hours requires prior approval.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: **None**.

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil> or <https://acquisition.gov/far>.

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.203-7004 DISPLAY OF FRAUD HOTLINE POSTER(S) (DEC 2012)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at <http://www.dodig.mil/hotline/posters.cfm>.

(2) If the contract is funded, in whole or in part, by Department of Homeland Security (DHS) disaster relief funds, the DHS fraud hotline poster shall be displayed in addition to the DoD fraud hotline poster. If a display of a DHS fraud hotline poster is required, the Contractor may obtain such poster from:

DHS Office of Inspector General
Attention: Office of Investigations Hotline

245 Murray Drive SW, Building 410/Mail Stop 2600
Washington, DC 20528

(3) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010)

(a) Definition. Export-controlled items, as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes:

(1) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR part 120.

(2) Items, defined in the EAR as ``commodities, software, and technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for Contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to--

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g.,

Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

| | |
|---|------------------|
| ----- | |
| Contract line, subline, or exhibit line | |
| item No. | Item description |
| ----- | |

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at [http://www.acq.osd.mil/dpap/pdi/uid/data_](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html)

[submission_information.html](http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html).

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED PROPERTY (AUG 2012)

(a) Definitions. As used in this clause—

“Commercial and Government entity (CAGE) code” means—

(i) A code assigned by the Defense Logistics Agency Logistics Information Service to identify a commercial or Government entity; or

(ii) A code assigned by a member of the North Atlantic Treaty Organization that the Defense Logistics Agency Logistics Information Service records and maintains in the CAGE master file. The type of code is known as an “NCAGE code.”

“Contractor-acquired property” has the meaning given in FAR clause 52.245-1. Upon acceptance by the Government, contractor-acquired property becomes Government-furnished property.

“Government-furnished property” has the meaning given in FAR clause 52.245-1.

“Item unique identification (IUID)” means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

“IUID Registry” means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property. The IUID Registry is—

(i) The authoritative source of Government unit acquisition cost for items with unique item identification (see DFARS 252.211-7003) that were acquired after January 1, 2004;

(ii) The master data source for Government-furnished property; and

(iii) An authoritative source for establishing the acquisition cost of end-item equipment.

“National stock number (NSN)” means a 13-digit stock number used to identify items of supply. It consists of a four-digit Federal Supply Code and a nine-digit National Item Identification Number.

“Nomenclature” means—

(i) The combination of a Government-assigned type designation and an approved item name;

(ii) Names assigned to kinds and groups of products; or

(iii) Formal designations assigned to products by customer or supplier (such as model number or model type, design differentiation, or specific design series or configuration).

“Part or identifying number (PIN)” means the identifier assigned by the original design activity, or by the controlling nationally recognized standard, that uniquely identifies (relative to that design activity) a specific item.

``Reparable" means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

``Serially managed item" means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

``Supply condition code" means a classification of materiel in terms of readiness for issue and use or to identify action underway to change the status of materiel

(see <http://www2.dla.mil/j-6/dlms0/elibrary/manuals/dlm/dlm--pubs.asp>).

``Unique item identifier (UII)" means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

``Unit acquisition cost" has the meaning given in FAR clause 52.245-1.

(b) Reporting Government-furnished property to the IUID Registry. Except as provided in paragraph (c) of this clause, the Contractor shall report, in accordance with paragraph (f), Government-furnished property to the IUID Registry as follows:--

(1) Up to and including December 31, 2013, report serially managed Government-furnished property with a unit-acquisition cost of \$5,000 or greater.

(2) Beginning January 1, 2014, report—

(i) All serially managed Government-furnished property, regardless of unit-acquisition cost; and

(ii) Contractor receipt of non-serially managed items. Unless tracked as an individual item, the Contractor shall report non-serially managed items to the Registry in the same unit of packaging, e.g., original manufacturer's package, box, or container, as it was received.

(c) Exceptions. Paragraph (b) of this clause does not apply to—

(1) Contractor-acquired property;

(2) Property under any statutory leasing authority;

(3) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;

(4) Intellectual property or software;

(5) Real property; or

(6) Property released for work in process.

(d) Data for reporting to the IUID Registry. To permit reporting of Government-furnished property to the IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those

required by paragraph (f)(1)(iii)(A)(1) through (3), (5), (7), (8), and (10) of the Government Property clause of this contract (FAR 52.245-1):

- (1) Received/Sent (shipped) date.
- (2) Status code.
- (3) Accountable Government contract number.
- (4) Commercial and Government Entity (CAGE) code on the accountable Government contract.
- (5) Mark record.
 - (i) Bagged or tagged code (for items too small to individually tag or mark).
 - (ii) Contents (the type of information recorded on the item, e.g., item internal control number).
 - (iii) Effective date (date the mark is applied).
 - (iv) Added or removed code/flag.
 - (v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).
 - (vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.
 - (vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.
 - (viii) Value, e.g., actual text or data string that is recorded in its human-readable form.
 - (ix) Set (used to group marks when multiple sets exist).
- (6) Appropriate supply condition code, required only for reporting of reparable, per Appendix 2 of DoD 4000.25-2-M, Military Standard Transaction Reporting and Accounting Procedures manual (<http://www2.dla.mil/j-6/dlmsso/elibrary/manuals/dlm/dlm--pubs.asp>).
- (e) When Government-furnished property is in the possession of subcontractors, Contractors shall ensure that reporting is accomplished using the data elements required in paragraph (d) of this clause.
- (f) Procedures for reporting of Government-furnished property. Except as provided in paragraph (c) of this clause, the Contractor shall establish and report to the IUID Registry the information required by FAR clause 52.245-1, paragraphs (e) and (f)(1)(iii), in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.
- (g) Procedures for updating the IUID Registry.

(1) Except as provided in paragraph (g)(2), the Contractor shall update the IUID Registry at <https://iuid.logisticsinformationservice.dla.mil/> for changes in status, mark, custody, condition code (for reparable only), or disposition of items that are—

- (i) Received by the Contractor;
- (ii) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;
- (iii) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;
- (iv) Disposed of; or
- (v) Transferred to a follow-on or other contract.

(2) The Contractor need not report to the IUID Registry those transactions reported or to be reported to the following DCMA etools:

- (i) Plant Clearance Automated Reutilization and Screening System (PCARSS); or
- (ii) Lost, Theft, Damaged or Destroyed (LTDD) system.

(3) The contractor shall update the IUID Registry as transactions occur or as otherwise stated in the Contractor's property management procedure.

(End of clause)

252.211-7008 USE OF GOVERNMENT-ASSIGNED SERIAL NUMBERS (SEP 2010)

(a) Definitions. As used in this clause--

Government-assigned serial number means a combination of letters or numerals in a fixed human-readable information format (text) conveying information about a major end item, which is provided to a contractor by the requiring activity with accompanying technical data instructions for marking the Government-assigned serial number on major end items to be delivered to the Government.

Major end item means a final combination of component parts and/or materials which is ready for its intended use and of such importance to operational readiness that review and control of inventory management functions (procurement, distribution, maintenance, disposal, and asset reporting) is required at all levels of life cycle management. Major end items include aircraft; ships; boats; motorized wheeled, tracked, and towed vehicles for use on highway or rough terrain; weapon and missile end items; ammunition; and sets, assemblies, or end items having a major end item as a component.

Unique item identifier (UII) means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD-recognized unique identification equivalent.

(b) The Contractor shall mark the Government-assigned serial numbers on those major end items as specified by line item in the Schedule, in accordance with the technical instructions for the placement and method of application identified in the terms and conditions of the contract.

(c) The Contractor shall register the Government-assigned serial number along with the major end item's UII at the time of delivery in accordance with the provisions of the clause at DFARS 252.211-7003(d).

(d) The Contractor shall establish the UII for major end items for use throughout the life of the major end item. The Contractor may elect, but is not required, to use the Government-assigned serial number to construct the UII.

(End of clause)

252.219-7009 SECTION 8(A) DIRECT AWARD (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

Alaska District Office

420 L St., Ste. # 300

Anchorage, AK 99501

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the

contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that--

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

252.219-7010 ALTERNATE A (JUN 1998)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The contractor, Lynxnet, will notify the SSC Atlantic Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in *, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

****To be completed on individual task orders.***

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

(2) Federal Food, Drug and Cosmetics Act;

(3) Consumer Product Safety Act;

(4) Federal Hazardous Substances Act; or

(5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through

(5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.225-7039 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS (JUN 2012)

(a) Definitions.

Full cooperation--

(i) Means disclosure to the Government of the information sufficient to identify the nature and extent of the incident and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors' and investigators' requests for documents and access to employees with information;

(ii) Does not foreclose any Contractor rights arising in law, the FAR, the DFARS, or the terms of the contract. It does not require--

(A) The Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(B) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney-client privilege or Fifth Amendment rights; and

(C) Does not restrict the Contractor from--

(1) Conducting an internal investigation; or

(2) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

Private security functions means the following activities engaged in by a contractor:

- (i) Guarding of personnel, facilities, designated sites, or property of a Federal agency, the contractor or subcontractor, or a third party.
 - (ii) Any other activity for which personnel are required to carry weapons in the performance of their duties.
- (b) Requirements. The Contractor is required to--
- (1) Ensure that the Contractor and all employees of the Contractor who are responsible for performing private security functions under this contract comply with any orders, directives, and instructions to Contractors performing private security functions that are identified in the contract for--
 - (i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private security functions. This includes ensuring the issuance, maintenance, and return of Personal Identity Verification credentials in accordance with FAR 52.204-19, Personnel Identity Verification of Contractor Personnel, and DoD procedures, including revocation of any physical and/or logistical access (as defined by Homeland Security Presidential Directive (HSPD-12)) granted to such personnel;
 - (ii) Authorizing and accounting for weapons to be carried by or available to be used by personnel performing private security functions;
 - (A) All weapons must be registered in the Synchronized Predeployment Operational Tracker (SPOT) materiel tracking system.
 - (B) In addition, all weapons that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211-7003, Item Identification and Valuation, and DFARS 252.245.7001, Tagging, Labeling, and Marking of Government-Furnished Property, and physically marked in accordance with MIL-STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD Item Unique Identification (IUID) Registry (<https://www.bpn.gov/iuid/>);
 - (iii) Registering and identifying armored vehicles, helicopters, and other military vehicles operated by Contractors performing private security functions;
 - (A) All armored vehicles, helicopters, and other military vehicles must be registered in SPOT.
 - (B) In addition, all armored vehicles, helicopters, and other military vehicles that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211-7003 and DFARS 252.245.7001 and physically marked in accordance with MIL-STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD IUID Registry (<https://www.bpn.gov/iuid/>); and
 - (iv) Reporting incidents in which--
 - (A) A weapon is discharged by personnel performing private security functions;
 - (B) Personnel performing private security functions are attacked, killed, or injured;
 - (C) Persons are killed or injured or property is destroyed as a result of conduct by contractor personnel;

(D) A weapon is discharged against personnel performing private security functions or personnel performing such functions believe a weapon was so discharged; or

(E) Active, non-lethal countermeasures (other than the discharge of a weapon, including laser optical distracters, acoustic hailing devices, electromuscular TASER guns, blunt-trauma devices like rubber balls and sponge grenades, and a variety of other riot control agents and delivery systems) are employed by personnel performing private security functions in response to a perceived immediate threat;

(2) Ensure that all employees of the Contractor who are responsible for personnel performing private security functions under this contract are briefed on and understand their obligation to comply with--

(i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by DoDI 3020.50, Private Security Contractors Operating in Areas of Contingency Operations, Humanitarian or Peace Operations, or Other Military Operations or Exercises, at <http://www.dtic.mil/whs/directives/corres/pdf>;

(ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;

(iii) Orders, directives, and instructions issued by the applicable commander of a combatant command relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and

(iv) Rules on the use of force issued by the applicable commander of a combatant command for personnel performing private security functions; and

(3) Provide full cooperation with any Government-authorized investigation into incidents reported pursuant to paragraph (b)(1)(iv) of this clause and incidents of alleged misconduct by personnel performing private security functions by providing access to employees performing private security functions and relevant information in the possession of the Contractor regarding the incident concerned.

(c) Remedies. In addition to other remedies available to the Government--

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default. Required Contractor actions include--

(i) Ensuring the return of personal identity verification credentials;

(ii) Ensuring the return of other equipment issued to the employee under the contract; and

(iii) Revocation of any physical and/or logistical access granted to such personnel;

(2) The Contractor's failure to comply with the requirements of this clause will be included in appropriate databases of past performance and may be considered in any responsibility determination or evaluation of past performance;

(3) If this is an award-fee contract, the Contractor's failure to comply with the requirements of this clause shall be considered in the evaluation of the Contractor's performance during the relevant evaluation period, and the Contracting Officer may treat such failure to comply as a basis for reducing or denying award fees for such period or for recovering all or part of award fees previously paid for such period.

(4) If the performance failures are significant, severe, prolonged, or repeated, the contracting officer shall refer the contractor to the appropriate suspension and debarment official.

(d) Rule of construction. The duty of the Contractor to comply with the requirements of this clause shall not be reduced or diminished by the failure of a higher- or lower-tier Contractor to comply with the clause requirements or by a failure of the contracting activity to provide required oversight.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that will be performed outside the United States in areas of combat and other significant military operations designated by the Secretary of Defense, contingency operations, humanitarian or peacekeeping operations, or other military operations or exercises designated by the Combatant Commander.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (FEB 2013)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware--

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws;

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under—

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or www.dodig.mil/HOTLINE/index.html.

Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

- (i) All required security and background checks are complete and acceptable.
- (ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.
- (iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.
- (v) All personnel have received personal security training. At a minimum, the training shall--
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
- (vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--

(1) A military-run training center; or

(2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Regional Security Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005)(JAN 2012)

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

252.225-7994 ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION 2012-O0005)(JAN 2012)

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this Contract that have an estimated value over \$100,000.

(End of clause)

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-O0004) (APR 2011)

(a) *Definition.* As used in this clause—

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

(b) *General.* (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR) and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENCOM AOR are familiar with and comply with, all applicable—

- (1) United States, host country, and third country national laws;
- (2) Treaties and international agreements;
- (3) United States regulations, directives, instructions, policies, and procedures; and
- (4) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENCOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENCOM AOR, the Contractor shall ensure the following:

- (i) All required security and background checks are complete and acceptable.
 - (ii) All personnel are medically and physically fit and have received all required vaccinations.
 - (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
 - (iv) All personnel have received theater clearance, if required by the Combatant Commander.
 - (v) All personnel have received personal security training. The training must, at a minimum—
 - (A) Cover safety and security issues facing employees overseas;
 - (B) Identify safety and security contingency planning activities; and
 - (C) Identify ways to utilize safety and security personnel and other resources appropriately.
 - (vi) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.
- (3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—
- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged

in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military, or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENCOM AOR to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Registration of Contractor personnel and private security contractor equipment.*

(1) The Contractor is required to register in the automated web-based Synchronized Predeployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

(2) Prior to deployment of contractor employees, or, if already in the USCENCOM AOR, upon becoming an employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENCOM AOR as follows:

(i) In all circumstances, this includes any personnel performing private security functions.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone—

(A) Hired under contracts valued less than \$100,000;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System

(3) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.

(4) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.

(ii) *To register in SPOT:*

(A) Contractor company administrators should register for a SPOT account at <https://spot.altess.army.mil>; and

(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.altess.army.mil/>.

(iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or SPOT.helpdesk@us.army.mil. Refer to the SPOT Enterprise Suite Resource Center at <http://www.resource.spot-es.net/> for additional training resources and documentation regarding registration for and use of SPOT.

(5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than \$100,000, but performing less than 30 days in the AOR (e.g. day laborers).

(6) The Contractor shall ensure that all contractor personnel in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.

(h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the USCENTCOM Commander, authorizes the carrying of weapons—

- (i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or
- (ii) The Regional Security Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.
- (2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.
- (3) The Contractor shall ensure that its personnel who are authorized to carry weapons—
 - (i) Are adequately trained to carry and use them—
 - (A) Safely;
 - (B) With full understanding of, and adherence to, the rules of the use of force issued by the USCENTCOM Commander; and
 - (C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;
 - (ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and
 - (iii) Adhere to all guidance and orders issued by the USCENTCOM Commander regarding possession, use, safety, and accountability of weapons and ammunition.
- (4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.
- (5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.
- (j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.
- (k) *Military clothing and protective equipment.*
 - (1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.
 - (2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.
- (l) *Evacuation.*

(1) If the Chief of Mission or USCENTCOM Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and designated third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the contractor personnel designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the individual—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(n) *Mortuary affairs.* Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(o) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(p) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (p), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) * through * are incrementally funded. For these item(s), the sum of \$* of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$*

****To be completed on individual task orders.***

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (APR 2012)

(a) Definitions. As used in this clause--

(1) Demilitarization means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) Export-controlled items means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes--

(i) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) Items, defined in the EAR as ``commodities," ``software," and ``technology," terms that are also defined in the EAR, 15 CFR 772.1.

(3) Ineligible transferees means individuals, entities, or countries--

(i) Excluded from Federal programs by the General Services Administration as identified in the Excluded Parties Listing System (EPLS) (<https://www.epls.gov/>);

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders

administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) Scrap means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not ``scrap."

(5) Serviceable or usable property means property with potential for reutilization or sale ``as is" or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dema.mil/ITCSO/CBT/PCARSS/index.cfm>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2 of DoD 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at http://www.DLA.Mil/J-6/DLMSO/Elibrary/Manuals/Milstrap/AP2_Index.asp.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be--

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures.

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

“The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.”

(j) Restrictions on purchase or retention of Contractor inventory. (1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person--

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser--

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

(a) Definition. Discipline Working Group, as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for--

(1) Fire protection;

(2) Structural integrity;

(3) Electrical systems;

(4) Plumbing;

(5) Water treatment;

(6) Waste disposal; and

(7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of clause)

252.246-7006 Warranty Tracking of Serialized Items (JUN 2011)

(a) Definitions. As used in this clause--

Duration means the warranty period. This period may be a stated period of time, amount of usage, or the occurrence of a specified event, after formal acceptance of delivery, for the Government to assert a contractual right for the correction of defects.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for granting the warranty and/or assigning unique item identifiers to serialized warranty items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

First use means the initial or first-time use of a product by the Government.

Fixed expiration means the date the warranty expires and the Contractor's obligation to provide for a remedy or corrective action ends.

Installation means the date a unit is inserted into a higher level assembly in order to make that assembly operational.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Item type means a coded representation of the description of the item being warranted, consisting of the codes C--component procured separate from end item, S--subassembly procured separate from end item or subassembly, E--embedded in component, subassembly or end item parent, and P--parent end item.

Starting event means the event or action that initiates the warranty.

Serialized item means each item produced is assigned a serial number that is unique among all the collective tangible items produced by the enterprise, or each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment within the enterprise identifier. The enterprise is responsible for ensuring unique serialization within the enterprise identifier or within the part, lot, or batch numbers, and that serial numbers, once assigned, are never used again.

Unique item identifier means a set of data elements marked on an item that is globally unique and unambiguous.

Usage means the quantity and an associated unit of measure that specifies the amount of a characteristic subject to the contractor's obligation to provide for remedy or corrective action, such as a number of miles, hours, or cycles.

Warranty administrator means the organization specified by the guarantor for managing the warranty.

Warranty guarantor means the enterprise that provides the warranty under the terms and conditions of a contract.

Warranty repair source means the organization specified by a warranty guarantor for receiving and managing warranty items that are returned by a customer.

Warranty tracking means the ability to trace a warranted item from delivery through completion of the effectivity of the warranty.

(b) Reporting of data for warranty tracking and administration. The Contractor shall provide all information required by Attachment ----, Warranty Tracking Information on each contract line item number, subline item number, or exhibit line item number for warranted items. The Contractor shall provide all information required by Attachment -- --, Warranty Repair Source Instructions, prior to, but not later than when the warranted items are presented for receipt and/or acceptance. The ``Warranty Item Unique Item Identifier" data category may also be completed in conjunction with Attachment ----, Warranty Repair Source Instructions. Information required in the warranty attachment shall include such information as duration, enterprise, enterprise identifier, first use, fixed expiration, installation, issuing agency, item type, starting event, serialized item, unique item identifier, usage, warranty administrator, warranty guarantor, warranty repair source, and warranty tracking. The Contractor shall submit the data for warranty tracking to the Contracting Officer with a copy to the requiring activity and the Contracting Officer Representative.

(c) Reservation of rights. The terms of this clause shall not be construed to limit the Government's rights or remedies under any other contract clause.

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any

other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM | CONTRACT | QUANTITY |
|-------------|------------|----------|
| DESCRIPTION | LINE ITEMS | |
| | | |
| | | |
| | | |
| | | |
| TOTAL | | |

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

(1) In all subcontracts under this contract, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall--

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address *.

**To be completed on individual task orders.*

252.232-7999 (DEV)

252-232-7999 NOTIFICATION OF PAYMENT IN LOCAL CURRENCY (AFGHANISTAN) (APR 2013)(DEVIATION 2013-O0011)

(a) Pursuant to the authority of USCENTCOM FRAGO's 09-1567 and 10-143, this contract will be awarded in Afghani (local currency) if awarded to a host nation vendor. The Contractor will receive payment in local currency via Electronic Funds Transfer (EFT) to a local (Afghan) banking institution. Contracts/purchase orders shall not be awarded to host nation vendors (Afghans) who do not bank locally. If awarded to other than a host nation vendor, the contract will be awarded in U.S. dollars.

(b) The Contractor shall submit their offer/proposal in U.S. dollars. If the contract/purchase order is awarded to an Afghan vendor, the offer/proposal will be converted to Afghani using a Government budget rate of Afghani per U.S. dollar.

(c) By exception, the following forms of payment are acceptable when EFT using ITS.gov is determined not available by the local finance office, in order of priority:

(1) EFT using Limited Depository Account (LDA). (2) Check from the local finance office LDA.
(3) Local currency cash payments in Afghani (must be approved in writing by the local finance office and contracting office prior to contract/purchase order award). Payments in cash are restricted to contracts/purchase orders when—

(i) The vendor provides proof via a letter from the host nation banking institution that it is not EFT capable; and

(ii) The local office validates that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

**To be completed on individual task orders.*

Section J - List of Documents, Exhibits and Other Attachments

EXHIBITS**Exhibit/Attachment Table of Contents****DOCUMENT TYPE DESCRIPTION**

Exhibit A Contract Data Requirements List (CDRLs)

Attachment 1 DD 254

Attachment 2 Quality Assurance Surveillance Plan (QASP)

Attachment 3 Wage Determination 2005-2474 Rev 16

DISTRIBUTION**DISTRIBUTION**

| | |
|---|--|
| <p><u>Contractor:</u> Lynxnet, LLC 6950 Harbor View Blvd., Suite C, Suffolk, VA 23435</p> <p>Timothy Julian tim.julian@lynxnetllc.com 757.686.6958</p> | <p><u>DCAA</u> HAA721</p> <p><u>DFAS</u> HQ0338</p> <p><u>DCMA</u> S2404A</p> <p>All electronically distributed.</p> |
| <p><u>Contractor Local Address:</u></p> | <p><u>SPAWARSYSCEN CODES:</u></p> <p>CRM: (b)(6)</p> <p>Contract Administrator: Angela Brown, angela.brown3@navy.mil</p> <p>Ordering Officer: TBD</p> |